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
March 22, 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, Local1021; 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))

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

Inspirational Thought - *"If we had no winter, the spring would not be so pleasant; if we did not sometimes taste of adversity, prosperity would not be so welcome."* ~ Anne Bradstreet

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.54 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 to recognize Paula Edmonds, Administrative Services Assistant III, for 24 years of dedicated service to the Contra Costa County Public Works Department, on the occasion of her retirement. (Julie Bueren, Public Works Director) (See C.13)

PR. 2 PRESENTATION to honor Art Lathrop, Emergency Medical Services Director, for his years of service to Emergency Medical Services and Contra Costa County. (William Walker, M.D., Health Services Director) (See C.14)

PR. 3 PRESENTATION to honor Fred Davis Jackson for his remarkable contributions to Contra Costa County and beyond. (Supervisor Gioia) (See C.11)

SHORT DISCUSSION ITEMS

SD. 1 PUBLIC COMMENT (3 Minutes/Speaker)

SD. 2 CONSIDER Consent Items previously removed.

SD. 3 CONSIDER adoption of Resolution No. 2011/105 approving the Side Letter of Agreement between the County and the Probation Peace Officers Association of Contra Costa County (PPOACCC) regarding the Voluntary Reassignment Process for the Adult Court Deputy Probation Officers. (Ted Cwiek, Human Resources Director)

DELIBERATION ITEMS

D. 1 ACCEPT report from the County Administrator and presentations from the Sheriff, District Attorney, County Probation Officer, Health Services Director, and Employment and Human Services Director on the current status of the Governor's budget and its potential impacts to Contra Costa County programs and services. (David Twa, County Administrator)

D. 2 CONSIDER accepting and adopting the strategic plan and implementation recommendations to establish a network of prisoner re-entry services in Contra Costa County, as recommended by the Public Protection Committee; and directing the County Administrator to work with the offices of Supervisors Glover and Gioia to identify funding to actuate the strategic plan and report back to the Board. (Supervisor Glover)

D. 3 CONSIDER reports of Board members.

Closed Session

1:00 p.m. Adjourn to meeting of the Contra Costa County Housing Authority

CONSENT ITEMS

Road and Transportation

C. 1 ADOPT Resolution No. 2011/106 accepting as complete the contracted work performed by Teichert Construction for the State Route 4 Bypass, Segment 3, Rubberized Hot Mix Asphalt Overlay project, as recommended by the Public Works Director, Brentwood area. (97% American Recovery Reinvestment Act funds and 3% East Contra Costa Regional Fee and Financing funds)

Engineering Services

C. 2 ADOPT Resolution No. 2011/109 accepting completion of improvements for road improvement agreement, land use permit LP 08-02044 as recommended by the Public Works Director, Bay Point area. (No Fiscal Impact)

C. 3 ADOPT Resolution No. 2011/112 accepting completion of warranty period and release of cash deposit under the Road Improvement Agreement for road acceptance RA 05-01188 (cross-reference Subdivision SD 90-07562), for project being developed by Shea Homes Limited Partnership, as recommended by the Public Works Director, Oakley area.

Special Districts & County Airports

C. 4 APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, on behalf of the Contra Costa Clean Water Program, to execute a contract amendment with Dan Cloak Environmental Consulting to increase the payment limit by $50,000 from $100,000 to an amount not to exceed $150,000, for National Pollutant Discharge Elimination System (NPDES) Compliance Assistance, effective February 1, 2011. (100% Cities and County Stormwater Utility Fee Assessmemts)

C. 5 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a 90-day Notice of Termination of the Agreement for the Cooperative Development and Use of a Swimming Pool at the Monte Vista High School between County Service Area R-7A, the Town of Danville and the San Ramon Valley Unified School District, Alamo area. (100% County Service Area R-7A Funds)

C. 6 ADOPT Resolution No. 2011/111 of Initiation, ordering the preparation of an Engineer's Report and related proceedings for levy and collection of assessments for Countywide Landscaping District AD 1979-3 (LL-2) Fiscal Year 2011/2012, Countywide. (100% Countywide Landscaping District AD 1979-3 (LL-2) Funds)

C. 7 ADOPT Resolution No. 2011/107 approving the application to the California Department of Water Resources to obtain Stormwater Flood Management grant funds totaling $2,000,000 under the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Public Resources Code Section 5096.800 et seq.) (Proposition 1E), Antioch area. (50% California Department of Water Resources Proposition 1E Funds and 50% matching Flood Control District Funds)

C. 8 APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, to execute Amendment No. 1 to the Consulting Services Agreement with GEI Consultants, Inc., to increase the payment limit by $110,500 to a new payment limit of $1,011,787 and change the completion date from January 11, 2011, to May 31, 2012, for work on the Upper Sand Creek Basin Expansion, Antioch area. (100% Drainage Area 130 Funds)

C. 9 APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute the First Amendment to Funding Agreement between the Contra Costa County Flood Control & Water Conservation District and American Rivers, Inc., to increase funding by $30,000 to a new payment limit of $130,000 for construction costs of the Marsh Creek Fish Passage Improvement Project, Brentwood area. (100% Flood Control Zone 1 Funds)

Claims, Collections & Litigation

C.10 DENY claims filed by Tamika Patrick, next of kin on behalf of Ramal Patrick and his children; David Arevalo; Jaime Barajas; Na Du; David Imler; and David L. Cook; and late claim filed by Tony M. Belfield.

Honors & Proclamations

C.11 ADOPT Resolution No. 2011/86 honoring Fred Davis Jackson for his remarkable contributions to Contra Costa County and beyond, as recommended by Supervisor Gioia. (See PR.3)

C.12 ADOPT Resolution No. 2011/116 honoring Karen Mulvaney as the 2011 Lafayette Citizen of the Year as recommended by Supervisor Uilkema.

C.13 ADOPT Resolution No. 2011/108 recognizing Paula Edmonds, Administrative Services Assistant III, for 24 years of dedicated service to the Contra Costa County Public Works Department, on the occasion of her retirement, as recommended by the Public Works Director. (See PR.1)

C.14 ADOPT Resolution No. 2011/115 honoring Art Lathrop, Emergency Medical Services Director, for his years of service to Emergency Medical Services and Contra Costa County, as recommended by the Health Services Director. (See PR.2)

Ordinances

C.15 ADOPT Ordinance No. 2011-06 amending Section 33-5.313 of the Ordinance Code to exempt from the Merit System the class of Emergency Medical Services Director-Exempt, as recommended by the Assistant County Administrator - Human Resources Director.

Appointments & Resignations

C.16 DECLARE vacant the District IV seat on the Economic Opportunity Council previously held by Florence Weiss, due to resignation; and DIRECT the Clerk of the Board to post the vacancy as recommended by Supervisor Mitchoff.

C.17 ACCEPT resignation of Gerald Sharrock from the Advisory Council on Aging, DECLARE a vacancy in City of Moraga Local Committee Seat, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.

C.18 APPROVE new medical staff members, requests for new and renewal of privileges, membership extensions, advancement to permanent staff, biennial reappointments and resignations, as recommended by the Medical Executive Committee at their February 28, 2011 Meeting, and by the Health Services Director.

Appropriation Adjustments

C.19 General Fund Reserve (0005)/Plant Acquisition (0111) : APPROVE the purchase of 2.83 acres of land located on Technology Way in Brentwood (APNs 016-410-008 through 013) from Gregory Ranch Office Investors, LP for future development purposes, for the purchase price of $1,300,000, plus escrow closing costs; APPROVE and AUTHORIZE execution of a Purchase and Sale Agreement; ACCEPT and AUTHORIZE recording of the Grant Deed; and APPROVE Appropriations and Revenue Adjustment No. 5025 to appropriate $1,300,000 from the County's General Fund Reserves to complete the purchase.

Intergovernmental Relations

C.20 ADOPT a position of "Support" for AB 147 and AUTHORIZE the Chair, Contra Costa County Board of Supervisors to sign a letter to Roger Dickinson, Member, California State Assembly in support of his measure relating to Subdivision Map Act impact mitigation fee programs, as recommended by the Transportation, Water and Infrastructure Committee.

Personnel Actions

C.21 ADOPT Position Adjustment Resolution No. 20909 to add one full-time Senior Structural Engineer (represented) position in the Department of Conservation and Development. (100% Land Development Fund).

C.22 ADOPT Position Adjustment Resolution No. 20908 to reclassify one Information Systems Programmer/Analyst IV (represented) and its incumbent to Information Systems Project Manager (represented) in the Auditor-Controller Department (budgeted), as recommended by the Assistant County Administrator-Director of Human Resources.

Grants & Contracts

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

C.23 APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture to pay the County an amount not to exceed $12,744 to provide electronic submittal of pesticide use report records and provide data to the Department of Pesticide Regulation via electronic mail or the Internet for the period July 1, 2011 through June 30, 2012.

C.24 APPROVE and AUTHORIZE the Employment & Human Services Department director, or designee, to apply for and accept funding from California Department of Community Services and Development in an amount not to exceed $100,000 to contiintue the Assistant Trainee program, for the term of May 1, 2011 through April 30, 2012. (No County match)

C.25 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Partnership Health Plan of California, effective February 28, 2011, to increase the amount paid to County by $33,075, to a new payment limit of $429,375, for the provision of Contra Costa Health Plan's advice nurse services, and extend the term from February 28, 2011 through May 31, 2011. (No County Match)

C.26 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with West Contra Costa Unified School District, to pay the County an amount not to exceed $55,000, for the provision of professional mental health services to special education students and their families, for the period from July 1, 2010 through June 30, 2011. (No County match)

C.27 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a Grant Agreement Amendment with the California Endowment, to increase payment to County by $50,000, to a new total amount not to exceed $430,961, effective August 31, 2010 for continuation of the Building Healthy Communities Project (BHCP), and to extend the term through March 31, 2011. (No County match required)

C.28 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a Standard Agreement with the California Department of Public Health, Office of AIDS, to pay County an amount not to exceed $8,420, for the County's AIDS Drug Assistance Program, for the period from July 1, 2010 through June 30, 2011. (No County Match required)

C.29 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with California Emergency Management Agency, effective March 15, 2011, with no change in the original amount payable to County of $1,179,420, for continuation of the County's Alcohol and Other Drugs Services Division, Recovery Act Justice Assistance Grant, Substance Abuse Offender Treatment Program, and to extend the term from March 31, 2011 through June 30, 2011. (No County match required)

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

C.30 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with IKON Office Solutions, Inc., in an amount not to exceed $1,500,000 to provide Case Stored Automated Retrieval Project (CaseSTAR) services for the period April 1, 2011 through March 31, 2013. (20% County; 40% State; 40% Federal)

C.31 APPROVE and AUTHORIZE the Department of Conservation and Development Director, or her designee, to execute a contract amendment with Environmental Science Associates increasing the payment limit from $204,789 to $376,545 and to extending the contract period from June 30, 2011 to June 30, 2012 for environmental review of the Shell Crude Storage Replacement Project. (100% Land Use Permit fees)

C.32 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with River Counseling Center, in an amount not to exceed $200,000, to provide professional outpatient psychotherapy services for Contra Costa Health Plan members, for the period March 1, 2011 through February 28, 2013. (100% Members Premiums)

C.33 AWARD and AUTHORIZE a trade contract with Vila Construction Company, the lowest responsive and responsible bidder, in the amount of $723,644, for Trade Bid Package 1C consisting of general requirements work for the West County Health Center Project, and AUTHORIZE the Deputy General Services Director, or designee, to execute the trade contract. (Health Resources and Services Administration Grant, Enterprise 1 Fund, and Bond Financing)

C.34 APPROVE and AUTHORIZE the Conservation and Development Director, or her designee, to execute a contract extension with Environmental Science Associates to extending the term from April 1, 2011 to April 1, 2012, for providing continued service to complete the Environmental Impact Report for the Bayview Residential Project, with no change to the payment limit. (100% Land Development Application fees)

C.35 APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a purchase order with R-Computer, in an amount not to exceed $350,000 for the purchase of computer hardware and Hewlett Packard printers, parts and printer maintenance, for the period from April 15, 2011 through April 14, 2012. (100% Enterprise Fund I)

C.36 APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a purchase order with R-Computer, in an amount not to exceed $150,000, for the purchase of Lenovo ThinkPad T410 Laptops for the period from April 15, 2011 through April 14, 2012. (100% Enterprise Fund I)

C.37 APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a Purchase Order with Meditech in the amount not to exceed $160,000, for the annual maintenance of the healthcare information system, for the period of April 1, 2011 through March 31, 2012. (100% Enterprise Fund I)

C.38 APPROVE and AUTHORIZE the Conservation & Development Director, or designee, to execute a contract extension with Environmental Science Associates extending the term from March 23 to December 31, 2011, for preparation of an environmental impact report for the Vasco Winds Repowering Project, with no change in the payment limit.

C.39 APPROVE and AUTHORIZE the Purchasing Agent, on behalf of Health Services Department, to execute a change to a purchase order with Clarity Software Solutions, Inc., to add $150,000 for a new total of $825,000 for continuation of printed Contra Costa Health Plan member materials and identification cards, through July 30, 2011. (100% CCHP Enterprise Funds)

C.40 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Institute for Healthcare Improvement, in an amount not to exceed $419,756 to provide professional consultation and technical support services on care coordination and improved patient care, to the Contra Costa Regional Medical Center's, Chief Executive Officer, for the period from January 1, 2011 through December 31, 2011. (Enterprise I Fund)

Other Actions

C.41 APPROVE and AUTHORIZE the Public Works Director, or designee, to enter into a Project Agreement and Work Program with Contra Costa County Redevelopment Agency in the amount of $3,000,000 to provide services related to the North Richmond Industrial Area Infrastructure Program with an effective date of September 27, 2010. (77% Redevelopment Funds and 23% North Richmond Area of Benefit Funds) (Consider with C.51)

C.42 APPROVE the request of West Contra Costa Business Development Center to change the location of the County CDBG-R funded Culinary Business Incubator Project to a building located at 812 San Pablo Avenue, Pinole; APPROVE the Substantial Amendment to the Contra Costa County FY 2008/09 CDBG Action Plan and AUTHORIZE the Conservation and Development Director, or designee, to submit the amendment to the U.S. Department of Housing and Urban Development (HUD). (100% HUD grant funds)

C.43 APPROVE the allocation of CCFuture Funds in the amount of $100,000 each to Women's Initiative and Catholic Charities, and AUTHORIZE the Conservation and Development Director, or designee, to execute contracts, in amounts not to exceed $100,000 for each contract, for the period of May 1, 2011 through June 30, 2012, as recommended by Supervisor Mitchoff (100% CCFuture Fund derived from transient occupancy tax).

C.44 ACCEPT 2010 Annual Report submitted by the Iron Horse Corridor Advisory Committee, as recommended by the Public Works Director, Countywide. (No Fiscal Impact)

C.45 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a change to a purchase order with Professional Hospital Supply to increase the payment limit by $132,000 to a new payment limit of $712,000, to supply major custodial products and supplies as needed for the three county detention facilities, for the period February 28, 2007 through January 31, 2012. (100% County General Fund; Budgeted FY 2010/11)

C.46 REFER a report and discussion of the outcomes and achievements of the Subsidized Employment Program operated by the Employment and Human Services Department to the Family and Human Services Committee of the Board of Supervisors as requested by Supervisor Uilkema.

C.47 Approve the list of providers recommended by the Contra Costa Health Plan's Peer Review and Credentialing Committee at their February 8, 2011 meeting, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

C.48 APPROVE Consolidation Requests for the May 3, 2011 Special Election, as recommended by the Clerk Recorder.

C.49 ACCEPT the 2010 Annual Report from the Finance Committee as recommended by the County Administrator.

C.50 CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County, as recommended by the Health Services Director.

Redevelopment Agency

C.51 APPROVE and AUTHORIZE the Redevelopment Director to enter into a Project Agreement and Work Program with Contra Costa County in the amount of $3,000,000 to provide services related to the North Richmond Industrial Area Infrastructure Program with an effective date of September 27, 2010. (77% Redevelopment Funds and 23% North Richmond Area of Benefit Funds) (Consider with C.41)

C.52 APPROVE and AUTHORIZE the Redevelopment Director to execute a Memorandum of Understanding between Contra Costa County Redevelopment Agency, Contra Costa County, and the City of Pittsburg in an amount not to exceed $4,280,000 for the Bailey Road Transit Access Improvement Project. (8% Redevelopment funds, 92% Miscellaneous Outside funds)

C.53 APPROVE and AUTHORIZE the Redevelopment Director, or designee, to execute an Operating Covenant and Agreement with PHVP I, LP providing financial assistance for the establishment of a civic use, including nonprofit organization offices, a community meeting room, and a library book vending machine, as part of the Avalon Walnut Creek at Contra Costa Centre transit village project.

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 fourth Thursday of the month at 10:00 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 second Monday of the month at 11:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Finance Committee** (Supervisors John Gioia and Federal D. Glover) meets on the first Monday of the month at 1:30 p.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 third Monday of the month at 9:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Legislation Committee** (Supervisors Karen Mitchoff and John Gioia) meets on the third Monday of the month at 11:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Public Protection Committee** (Supervisors Federal D. Glover and Gayle B. Uilkema) meets on the first Monday of the month at 11:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Transportation, Water & Infrastructure Committee** (Supervisors Mary N. Piepho and Karen Mitchoff) meets on the second Wednesday of the month at 9:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

Airports Committee			See above
Family & Human Services Committee	March 29, 2011 - Special	10:30 a.m.	Room 101
Finance Committee	April 4, 2011	1:30 p.m.	Room 101
Internal Operations Committee	April 18, 2011	9:30 a.m.	Room 101
Legislation Committee			See above
Public Protection Committee	April 4, 2011	11:00 a.m.	Room 101
Transportation, Water & Infrastructure Committee	April 13, 2011	9:30 a.m.	Room 101

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
CCCPFD (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
RFP 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

SD. 3

To: **Board of Supervisors**

From: **Ted Cwiek, Human Resources Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Side Letter Between Contra Costa County and Probation Peace Officers Association - Voluntary Reassignment

---

RECOMMENDATION(S):

ADOPT Resolution No. 2011/105 approving the Side Letter of Agreement between the County and the Probation Peace Officers Association of Contra Costa County (PPOACCC) regarding the voluntary reassignment process for the Adult Court Deputy Probation Officers.

FISCAL IMPACT:

No Fiscal Impact.

BACKGROUND:

The Probation Department and the Probation Peace Officer Association of Contra Costa County (PPOACCC) met to discuss the voluntary reassignment process for the Adult Court Branch Deputy Probation officers.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☑ 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:
March 22, 2011
David J. Twa, County

RECUSE ☐

Contact: Charley Taylor, 925-335-1780

Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Kevin Powell, Ted Cweik, Todd Billeci

BACKGROUND: (CONT'D)

Historically, the Adult Branch Court Deputy Probation Officer (ABCDPO) positions were kept separate from the Probation field units and were separately supervised by a Probation Manager. The ABCDPO positions were, and continue to be, paid for and selected by the Superior Court. Due to the need to make structural changes in the Probation Department, these positions have recently been placed under the supervision of a Probation Supervisor, who also supervises a field unit. These ABCDPO positions were placed under the supervision of a Probation Supervisor based solely on the geographical locations of the Superior Courthouses. This change in supervision was not intended to change the reassignment procedures that have historically been applicable to the ABCDPO positions. This side letter addresses and corrects the reassignment process for the ABCDPO positions.

A side letter of agreement was signed by the County and PPOACCC on March 2, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved by the Board, it will negatively impact the current process that was established between the Superior Courts and the Probation Department regarding the selection of the Adult Branch Court Deputy Probation Officers.

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 03/22/2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2011/105

In the Matter of Adopting the Side Letter between Contra Costa County and the Probation Peace Officers Association of Contra Costa County (PPOACCC) regarding the voluntary reassignment process of the Adult Court Deputy Probation Officers.

WHEREAS the Side Letter allows the Probation Department to continue the reassignment process that has historically been applicable to the Adult Branch Court Deputy Probation Officer (ABCDPO) positions.

WHEREAS the parties agree that the subsection (B) (2) Order of Posting of Section 20.2 Posting of Vacancies and Reassignment of the Memorandum of Understanding between Contra Costa County and Probation Peace Officers Association of Contra Costa County (MOU) do not apply to ABCDPO positions.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County ADOPT the side letter jointly signed by representatives of Contra Costa County and the Probation Peace Officers Association of Contra Costa County to allow the Probation Department to continue the reassignment process that has historically been applicable to the Adult Branch Court Deputy Probation Officer positions.

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: Charley Taylor, 925-335-1780

ATTESTED: March 22, 2011

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

By: , Deputy

cc: Kevin Powell, Ted Cweik, Todd Billeci

SIDE LETTER

Voluntary Reassignment – Adult Branch Court Deputy Probation Officers

This side letter is by and between the Probation Peace Officers Association of Contra Costa County (PPOACCC) and the County of Contra Costa (County) and is effective the day it is approved by the Board of Supervisors.

BACKGROUND INFORMATION: Historically, the Adult Branch Court Deputy Probation Officer (ABCDPO) positions were kept separate from the Probation field units and were separately supervised by a Probation Manager. The ABCDPO positions were, and continue to be, paid for and selected by the Superior Court. Due to the need to make structural changes in the Probation Department, these positions have recently been placed under the supervision of a Probation Supervisor, who also supervises a field unit. These ABCDPO positions were placed under the supervision of a Probation Supervisor based solely on the geographical locations of the Superior Courthouses. This change in supervision was not intended to change the reassignment procedures that have historically been applicable to the ABCDPO positions.

AGREEMENT OF THE PARTIES: In order to continue the reassignment process that has historically been applicable to the Adult Branch Court Deputy Probation Officer (ABCDPO) positions, the parties agree that the procedures set forth in subsection (B) (2) Order of Posting of Section 20.2 Posting of Vacancies and Reassignment of the Memorandum of Understanding between Contra Costa County and Probation Peace Officers Association of Contra Costa County (MOU) do not apply to ABCDPO positions. All other provisions of Section 20.2 remain applicable.

The terms of this Side Letter will be incorporated into the next MOU between the County and PPOACCC.

FOR PPOACCC:

Tim Cantillon
PPOACCC
Labor Representative

3-2-11
Date

FOR COUNTY:

Todd Billeci
Director of Field Services, Probation Dept.

3-2-11
Date

Charley Taylor, Human Resources Dept.

3/2/11
Date

D. 1

To: **Board of Supervisors**

From: **David Twa, County Administrator**

Date: **March 22, 2011**

Contra Costa County

Subject: Discussion of Potential State Budget Impacts on Contra Costa County for FY 2011/12

RECOMMENDATION(S):

ACCEPT report from the County Administrator and presentations from the Sheriff, District Attorney, County Probation Officer, Health Services Director, and Employment and Human Services Director on the current status of the Governor's budget and its potential impacts to Contra Costa County programs and services.

FISCAL IMPACT:

This report is informational and will be used for planning purposes and budget development. Recommendations regarding the County's budget will be presented to the Board during Budget Hearings on April 12.

The Governor's budget proposal, while a crucial stride towards keeping California solvent, comes at a time when counties are struggling to maintain vital local services in a depressed economy. County departments are anticipating significant local budget reductions for FY 2011/12 that will likely further diminish core County services. While the proposed realignment of state programs to counties presents opportunities to develop and provide programs that reduce recidivism and make communities safer, major program shifts to counties will present challenges in the current strained environment.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

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

By: , Deputy

cc: Lisa Driscoll, County Finance Director, Department Heads (via Clerk of the Board), CAO

FISCAL IMPACT: (CONT'D)

The fundamental concern with all of the realignment proposals is funding, given the state's financial troubles and the depressed economy. For example, the state is currently more than $0.5 million in arrears in its payment to the County Sheriff for holding state parolees in County detention facilities. Justice program realignment assumes two funding sources for implementation and operation for the next five years: $1.4 billion from the continuation of the 0.5 percent increment for the Vehicle License Fee (VLF) and $4.5 billion from the extension of the 1.0 percent in sales tax, for a total of $5.9 billion. Just over $0.5 billion of the realignment proposal relates to maintaining programs already operated by the County for which the state allocates VLF revenue. Exhibit 1 shows the 2009/10 allocation for these County programs and the amounts included for those same programs in the Governor's proposal for 2011/12. The Governor's proposal optimistically relies on a 22% increase in VLF over 2009/10 actuals or a commitment of State General Fund revenue to preserve these County programs at current operational levels.

Exhibit 1: 2011/12 VLF Estimates Compared to 2009/10 Actuals

Summary	2011/12 State Proposed	2009/10 State Actual	2009/10 County Actual
Juvenile Probation (JP)	$ 181,300,000	$ 125,155,849	$ 3,333,401
CalEMA (Local Programs)	$ 57,400,000	$ 47,342,822	$ -
Small/Rural County Sheriff's	$ 18,500,000	$ 15,255,831	$ -
Booking Fees	$ 35,000,000	$ 25,951,464	$ 1,406,613
Citizens Option for Public Safety (SLESF)	$ 107,100,000	$ 88,301,411	$ 2,721,643*
Juvenile Justice Crime Prevention Act (JJCPA)	$ 107,100,000	$ 88,301,411	$ 2,437,705
CDCR	$ -	$ 24,251,796	$ -
Total	**$ 506,400,000**	**$ 414,560,584**	**$ 9,899,362**

** 680,012 was allocated directly to Contra Costa County departments and the remainder was distributed to county law enforcement agencies.*

The Governor's proposal does not include an alternative funding source or contingency plan if the extension of the sales and VLF tax increments is not approved by the voters in June. Contra Costa County criminal justice departments currently receive approximately $7.86 million from this revenue source. The loss of the VLF public safety increment without a funding alternative would likely result in the closure of the Orin Allen Youth Rehabilitation Facility and the elimination or reduction of several juvenile community-based prevention, supervision and treatment programs. Loss of the VLF public safety increment would also negatively impact front-line law enforcement within the Sheriff and District Attorney department via SLESF (Supplemental Law Enforcement Services funding), which funds one Deputy District Attorney and one Sergeant position, and part of the Sheriff's helicopter program. Moreover, loss of the booking fee backfill, which is funded through VLF, would require the County to drastically increase booking fees charged to local arresting agencies.

The state has a history of requiring counties to provide certain services and then not providing the funding to support those services. Historically, these monumental realignment proposals actually have taken years – in the case of trial court realignment, a full ten years – to be completed and to resolve all issues. Recall how grossly underfunded counties found themselves in the years following 1991 Realignment, prior to the recession; of course, the recession only exacerbated that situation. County staff has estimated that the current justice realignment proposal will provide only a fraction of the funding needed by counties to provide incarceration plus an array of custody alternatives, community supervision, support/re-entry services, and treatment programs. Should the Governor and the legislature continue to pursue this realignment proposal, the proposed Constitutional Amendment must ensure funding to counties commensurate with expected outcomes is absolutely essential to avoid degradation and, possibly, the collapse of local justice systems. Moreover, funds allocated to realigned justice programs must be fully dedicated to those programs and not redirected to other programs.

The California State Association of Counties (CSAC), the California State Sheriff's Association (CSSA), and the Chief Probation Officers of California (CPOC) continue to advocate for Constitutional Amendments to ensure that the

new mandates contained in the Governor's budget do not come down to counties without adequate, protected funding or at least relief from the mandates should they be found unsustainable.

BACKGROUND:

The Governor has proposed what can only be described as "massive changes" to the state's criminal justice system regarding the housing of convicted criminals as well as the supervision of those prisoners. The Governor's January 10, 2011 budget may be a step in the right direction but leaves many critical implementation questions unanswered and left to be negotiated. It remains to be seen whether or not all of the stakeholders – the Democrat and Republican legislators, the California Department of Corrections and Rehabilitation (CDCR), counties, and the voting populace – can be persuaded to take the necessary actions to implement the proposals and whether or not all of the proposals will deliver the expected cost savings and service outcomes. As of March 17, many of the specific details regarding implementation and funding remain undefined and continue to be discussed. Consequently, we are unable to provide reliable estimates of operational and cost impacts for Contra Costa County, particularly within the limited time constraint required by the adoption of the state budget and June ballot process, of just three months. However, based on the information available to date, we can identify potential opportunities afforded by the proposals and potential pitfalls and areas of concern.

There are four major aspects of the Governor's proposed justice "realignment." First, the Governor has proposed significant changes to the Department of Juvenile Justice. Second he has also proposed that any criminal convicted of a non-serious, non-violent, non-sex felony (hereinafter the "non/non/nons" or "lower-level offenders") who receives a prison sentence be housed in a local facility, i.e., a county jail, for his/her term of imprisonment instead of state prison. Third, the realignment proposal virtually eliminates state parole with the attendant parole supervision and revocation of convicted felons, and transfers that responsibility to the county probation departments and local jurisdictions for all but the most serious offenders. Lastly, the fiscal responsibility for providing court security would transfer to counties.

What follows is a summary of the impacts of the State Budget proposal on various County programs by department, and also of each element of the Governor's realignment proposal and our estimate of the local program, fiscal, and community impacts based on the information made available thus far. Readers should bear in mind that the state realignment program has evolved significantly since its introduction and will continue to evolve as negotiations with CSAC, CSSA, CPOC, and legislators proceed.

VETERANS SERVICES DEPARTMENT

The Governor has proposed a decrease of $9.9 million as a result of the elimination of State General Fund support for County Veterans Services Offices and Operation Welcome Home. In Contra Costa County this equates to approximately $90,000 and one full time Veteran Service Representative position.

EMPLOYMENT AND HUMAN SERVICES DEPARTMENT

Additional details can be found in the attached letter from the Employment and Human Services Director.

IN-HOME SUPPORTIVE SERVICES:

1. IHSS – The Governor has proposed a reduction of 8.4% in service hours to IHSS recipients.

This proposal could result in a reduction of approximately 638,400 service hours in Contra Costa County, equivalent to a savings of $1,385,587 in the County share of cost. This reduction is in addition to the 3.6% reduction in 2010/11. The combined reductions could result in the elimination of approximately 912,000 IHSS services hours for County cost savings of $2,063,869.

This proposal has been eliminated from the conference committee budget proposal.

2. IHSS – Elimination of domestic and related services for adult recipients with care providers who live in the household as well as minor recipients living with parents.

Currently, the County provides funding to 4,581 eligible recipients with shared living arrangements. The Governor's proposal would eliminate services to this population and reduce the County share of cost by $236,600.

This proposal has been eliminated from the conference committee budget proposal.

3. Adult Protective Services - A $17.7 million reduction to the Department of Aging for administration of the program.

This reduction will equate to a loss of approximately $176,809 which is used to contract with the County Health Services Department for their Nutrition program.

4. Physician Certification – Physicians would be required to certify that an individual requires assistance with certain tasks to remain in their own homes.

The conference committee revised this requirement to eliminate the limitation to physician. A health care provider could certify that personal care services are necessary.

Fiscal impact cannot be determined at this time. Administrative burden will be minimal since process is already in place in Contra Costa.

5. IHSS – Reduce of State funding for the IHSS Advisory Committee to $3,000. Over the past four years the Contra Costa IHSS Public Authority Advisory Committee has spent an average of $17,000 per year. An allocation of $3,000 allows counties to draw down a federal match of about $3,000. The Committee would be required to adjust their spending to stay within the new funding limit.

6. Caseload Savings – The Conference Committee has adopted caseload savings of $83.4 million statewide due to lower caseload estimates.

Minimal impact. Contra Costa County caseloads have been declining over the past two years.

7. Community First Choice Option – The Conference Committee has adopted a $121.1 million savings due to the expectation that the IHSS program will qualify under the new federal Community First Choice Options.

Depending upon how the State decides to distribute FMAP revenue, the County could receive anywhere from $1.4 million to no savings at all.

8. Unspecified Reductions – The Conference Committee adopted $128.4 million without specifying how this savings will be achieved. Trailer bill language for proposals is being developed.

There is not sufficient information to estimate the impact this will have on Contra Costa County.

CalWORKS:

1. A 13% grant reduction would reduce the maximum grant for a family of three from $694 to $604 per month could result in a County loss of approximately $9.2 million. This includes $200,000 in County General Fund savings and the loss of benefits to all program participants, 11,310 families and 19,394 children within the County. In addition, the CalWORKs Single Allocation funding for eligibility administration, employment services and childcare would be reduced by $340,000 in State and federal funds.

The Conference Committee adopted an 8 percent grant reduction for a savings of $300 million. All CalWORKs families and children will be adversely impacted. Contra Costa County reductions will total approximately $5.6 million of which $126,373 is County general fund. In addition, the administrative allocation will be reduced by $206,400

2. Establishing a 48-month time limit to reduce the time limit for CalWORKs benefits from 60 cumulative months to 48 cumulative months for most families with certain exceptions.

This time limit would impact 1,230 of the 1,595 total number of families receiving benefits and 2,996 children. Benefits would decline by $10.5 million county-wide including $360,000 in County General Fund. In addition, State and federal funding for administration of the program would be reduced by $2.7 million.

The Conference Committee adopted additional grant cuts to adults after certain time frames. Exact grant reduction and time is to be determined.

The County would lose approximately $10.5 million in total assistance, of which $360,000 is County general fund. The administrative allocation would be reduced $2.7 million. Other impacts cannot be determined without additional information.

3. Single Allocation Reduction and Welfare-to-Work Exemptions – The Conference Committee adopted an additional reduction of $427 million in addition to the $377 million adopted in 2009-10.

The additional reduction will result in an additional $1.3 million reduction to Contra Costa's CalWORKs administrative allocation

4. Modify Subsidized Employment – The Conference Committee approved a proposal by the Legislative Analyst to expand the State's participation in subsidized employment from 50% to 100%.

Further analysis is required. However, additional funds would allow for the possible reinstatement of a subsidized employment program for CalWORKs participants.

5. Reduce Funding for CalWORKs Substance Abuse Treatment and Mental Health Services – The Conference Committee reduced funding by $5 million.

Approximately 2.3% of participants needing substance abuse and mental will lose access to service and could reduce administrative allocation by approximately $100,000.

6. Cal Learn Program – The Conference Committee reduced funding for Cal Learn by $45 million

This reduction will essentially eliminate the program for approximately 1,000 pregnant and parenting teens. The administrative allocation would be reduced by $606,213 of which $465,000 is for contracted services.

CHILDCARE:

1. CalWORKs Childcare Unallocated Reduction – The Governor proposed to reduce State funding by $577.5 million or 34.6% in all programs except preschool and after-school programs. The Conference Committee adopted a 15% across-the-board reduction excluding Stage 1 and 2 but including pre-school.

This proposal would reduce center-based childcare funding by $1.9 million and 212 slots plus a reduction of $210,000 to the CAPP program.

2. Reduce License-exempt Provider Rate – The Conference Committee took action to reduce rates paid to license-exempt providers from 80% to 60% for a savings of $44 million.

Approximately 50% of families receiving State 1 services may be impacted. Child care slots in the community may be lost or limited. Work Participation Rate may be negatively impacted as participants can be exempted from Welfare-to-Work for a lack of child care. Community Services currently has 390 providers who may opt out due to lower rates or be required to care for more children.

3. Stage 3 Childcare – The Governor's budget proposal includes the restoration of funding for Stage 3 childcare.

4. Eligibility – The Governor's budget proposed to eliminate childcare services for all 11- and 12-year olds.

The Conference Committee adopted the Governor's recommendation but protected services during non-traditional hours and exempted children who are disabled, at-risk of abuse, or homeless.

It is estimated that 174 children (21% of the current caseload) will become ineligible for childcare services. This is the equivalent of an $800,000 reduction in State and federal funding for services and program administration.

5. Childcare Eligibility – The Conference Committee reduced income eligibility requirements to 70 percent of the State Median Income and increased the family co-pay by 10%.

This change will impact 11 currently enrolled children and 73 waitlisted families. The 10% increase in family fees could result in a $10,000 increase in fee revenue but families could potentially drop out of the program due to an inability to pay.

6. Reduce Title 5 Reimbursement Rate – The Conference Committee reduced the Title 5 Standard childcare reimbursement rate by 10%.

This reduction will result in a reduction of $1.3 million and the termination of childcare for 140 enrolled children.

CHILD SUPPORT:

Child Support Collections – The Governor's budget proposed suspending the County share of child support collection and redirecting it to the State. The Conference Committee approved this reduction.

The suspension will result in the loss of approximately $600,000 in revenue to the Department.

SSI/SSP:

SSI/SSP reduction in grants for individuals by $15 per month from $845 to $830 to the federal minimum will impact 2,082 recipients who will become at risk of falling further into poverty.

MEDI-CAL ADMINISTRATION:

Medi-Cal Administration – The Governor continued the suspension of cost of doing business (CODB) increases for county operations and provided the current (fiscal year 2010-11) level of funding. The Conference Committee approved this action.

With increasing caseloads, the continue suspension of a cost of doing business increase hinders our ability to adequately serve Medi-Cal applicants and recipients. The budget projects the same level of administration funding as the current year, forcing the County to serve more clients with the same or reduced staffing levels. The $23.6 million statewide reduction will result in a loss of funding of approximately $700,000 in Contra Costa County.

OTHER PROGRAMS:

The Governor has proposed to use $1 billion in Proposition 10 funding to support Medi-Cal services for children including a shift of 50% of the local allocation to the state on an on-going basis. The proposal requires voter approval. The Conference Committee adopted this as a one-time shift but rejected the on-going funding shift.

First 5 Contra Costa Families and Children Commission will lose $23.4 million and will have to significantly reduce the level of funding for contracted services. This will then impact a variety of services provided by both the Employment and Human Services and Health Services Departments.

HEALTH SERVICES DEPARTMENT

Medi-Cal – A $1.7 billion reduction to the Medi-Cal Program including a 10% reduction in provider payments, requiring Medi-Cal beneficiaries to pay a share of costs for services, establishing annual dollar caps on services and eliminating Adult Day Health Care.

The provider payment reduction does not apply to the Department of Health Services as the rates are negotiated separately, however, there may be an impact to the rates charged by CCHP if implemented. Adult Day Health Care - The elimination of Adult Day Health Care Services was proposed by the Governor. However, the Conference Committee adopted a reduction of $90 million with the intent to pursue a more narrowly-defined benefit under a new federal waiver.

This could result in a reduction of service hours with some benefits eliminated entirely. Until waiver rules are defined, the exact impact is unknown.

Mental Health - $861.2 million one-time reduction in Mental Health Services Act (Proposition 63) funds to backfill the State General Fund responsibility for the Early Periodic Screening, Diagnosis, and Treatment; Mental Health Managed Care; and AB3632 Programs.

The Governor’s Budget does not contain sufficient information to determine the County impact at this time. While prior attempts to change Proposition 63 required voter approval, according to the Administration, this proposal may be approved by a two-thirds vote of the Legislature.

REALIGNMENT

PHASE I:

Criminal Justice Programs

Realignment of Adult Parole (Community Supervision)

The Governor's initial Realignment Proposal would have ultimately shifted $741.1 million from the State to counties for supervision of all parolees, including sex and violent offenders, upon their release from State prison. The County currently has 1,700 adults on parole. However, the current proposal would realign only those parolees convicted of a

non-serious or non-violent crime, regardless of prior convictions. This would leave 3rd-strike parolees, parolees with a current conviction for a serious or violent crime, or parolees classified as high-risk sex offenders, on state-run parole, resulting in a bifurcated parole system. The proposal will provide counties $183 million statewide to manage the realigned population once fully implemented in 2014/15.

Specifically, the proposal assumes community supervision and/or alternative custody costs (i.e. electronic monitoring) of $3,500 per offender for 12-18 months. (The State claims this funding level is equivalent to the cost to supervise and monitor a parolee at the state level.) It also assumes annual treatment and/or programming costs of $2,275 per offender. This is based on the assumption that a percentage of offenders will be active participants in drug treatment programs, job training programs, self-help and group support programs such as Alcoholics Anonymous, Narcotics Anonymous, etc. The proposal provides for local administrative overhead costs of 10% of total supervision/ alternative custody costs.

To provide some perspective on the scope of this element of the realignment proposal, consider that there are currently 110,000 inmates on state parole in California, 814 of which are currently on state parole in Contra Costa County. The latest figures provided to us show that 311 of these fall into the lower-level offender category and would transfer to county jurisdiction. There are very limited alternative custody programs available locally. An estimated 350 of the state parolees in Contra Costa County are currently on electronic monitoring with the California Department of Corrections and Rehabilitation (CDCR). The Office of the Sheriff currently has 488 of its own inmates assigned to its Custody Alternative Facility. Those inmates are on Electronic Home Detention (185), Work Alternative (300), and County Parole (3).

While the primary focus has been on Probation and the Sheriff's Office, we anticipate a workload increase for the offices of the District Attorney and Public Defender. With a 70% State parolee recidivism rate, many parolees that would have otherwise reverted to State prison upon a parole violation will now cycle through the County's criminal justice system if they violate parole or commit a new offense.

Ongoing Concerns. Following are ongoing issues and concerns related to the proposed shift of state parolees to county jurisdiction:

- Transitional issues. Despite a natural "ramp up" of population due to prospective nature of proposal, shift of entire parole population brings with it significant transitional issues. Counties will need time to hire and train personnel, build local capacity for parolee services, and develop coordination/communication protocols with CDCR for discharge/handoff.
- Statutory construct. Need to further understand the process for what entity will set terms of parole.
- Long-term costs. Counties evaluating long-terms costs of including sex offenders within the revised parole population shift, with questions in particular around lifetime GPS monitoring.
- Protocols for release. CSAC has been working with CDCR for over a year to develop a protocol and/or procedures for release of inmates at the conclusion of their term who are returning to the community with significant medical and/or mental health treatment needs. Thus far, that effort has produced better understanding of mutual roles and constraints, but no specific protocol. Counties will be seeking statutory direction to require tight coordination with CDCR around the discharge process for parolees, with an expectation of advance information and notification regarding the specific parolees.

Local Jurisdiction for Parole Violators (Revocation / Disposition)

Our County Probation Department has been so severely scaled down over the past few years that it actively supervises only a small percentage of the County's adult probation population. Thus, it anticipated that only a percentage of convicted felons released on parole will be actively supervised; many will be placed on summary probation (in a banked computer database caseload). Thus, lacking active supervision, guidance, and regular drug testing, these realigned parolees will be even more likely to re-offend, increasing the current recidivism rate of nearly 70%.

Additionally, parole revocations legally require a hearing on each violation. At that hearing, evidence must be presented to a hearing officer, and the parolee is entitled to an attorney. Since the Governor's proposal eliminates the State Board of Parole, there is no mechanism to carry out this function. The Governor's current proposal suggests that the superior courts will be responsible for conducting revocation hearings. If the District Attorney is required to present the evidence, and the Public Defender is required to defend the parolee, and the local court is required to hear the "case," the potential costs will be significant.

To clarify the potential impact to Contra Costa County of parole realignment and local jurisdiction of parolees, consider that 66% of inmates on state parole violated their terms and returned to custody in 2009. In 2010, the Office of the Sheriff transported 1,516 parole violators to San Quentin. Based on a very rough estimate that it would require four hours by a Deputy District Attorney and four hours by a Deputy Public Defender, on average, to review and handle a parole revocation from beginning to end, the resultant cost of legal representation for one parole revocation hearing could be as high as $880 (8 hours X $110 per hour for fully benefited attorney = $880). Thus, based on an annual volume of approximately 1,500 revocations, the estimated additional annual cost for legal representation at parole revocation hearings in Contra Costa County is $1,320,000. This estimate does not include the possible costs to the Superior Court to process and adjudicate the cases.

Attached is a letter from the California District Attorney's Association setting forth some of the concerns the statewide District Attorney organization has with the Governor's proposals. Also attached is a letter from Los Angeles District Attorney Steve Cooley outlining his similar concerns regarding the proposed realignment. He estimates his office will need an additional 40 Deputy District Attorneys and other staff, at a cost of approximately $19 million per year.

In addition to the potential added costs of the parole revocation process is the cost of local confinement of parolees returned to custody. For example, in 2010, 95 convicted felons from Contra Costa County were violated on parole and sent back to prison. Under the Governor's proposal, these inmates will henceforth be confined locally. While CDCR pays $49,000 per year to confine one inmate, the Governor proposes to provide counties $25,000 per year per inmate on the assumption that counties would incarcerate these inmates for no longer than four months. (This does not include the medical costs of aging prisoners and other unknown costs.) Of course, the proposal assumes that local governments will manage this offender population differently than CDCR, by utilizing various lengths of flash incarceration and alternative custody within a funding level of $3,500 per offender and/or diversion programs within a funding level of $2,275 per offender. These practices would lower the average length of stay for these offenders and are expected to reduce costs overall. The proposal also provides for a 10% local administrative cost due to program expansion.

It should also be noted that the state currently pays many counties to confine parole violators on the state's behalf. This revenue will become forfeit should realignment come to pass. Contra Costa County currently receives and stands to forfeit approximately $750,000 of such revenue annually.

Ongoing Concerns. Following are ongoing issues and concerns related to parole revocation:

- Revocation process. The revised proposal vests authority for revocations with the courts. More thought needs to go in to weighing the benefits/risks of a court-centered approach and the role of county departments in such a construct.
- No Specific Funding Identified. While recent information from Department of Finance suggests that revocations costs for both the court and counties will be covered outside of the realignment pot, no details have been provided.

Local Jurisdiction of Lower-Level Offenders

The Governor proposes to shift $1.802 billion from the state to counties and transfer, prospectively beginning July 1, 2011, the responsibility for approximately 37,000 non/non/nons to counties to serve their terms locally either in jail for up to 36 months or on probation, rather than in state prison. Serious offenders will continue to fall under state jurisdiction. The Governor's original broad proposal has been narrowed to exclude from local jurisdiction those offenders convicted of certain added crimes considered severe enough to warrant a state prison term, provides increased resources for offenders that are sentenced for more than three years, and allows local jurisdictions to contract with the state (at a very high cost) for the full cost of housing any such offender in a state facility. As with parole realignment, the proposal relies on counties to manage the realigned non/non/nons more economically than CDCR by utilizing a hybrid of incarceration time or alternative custody and diversion programs, and/or community supervision (probation) and treatment.

The proposal assumes a 24-month average length of stay at the local level for short term lower-level offenders, which includes parole, and provides for incarceration costs of $25,000 per offender. The state offers to provide $3,500 per short term lower-level offender for community supervision for 18 months, which it claims is equivalent to the cost to supervise and monitor a parolee at the state level. The state also offers to provide $2,275 per short term lower-level offender for treatment and programming, and assumes local administrative overhead costs of 10% of total incarceration, community supervision, and treatment/programming costs.

Many county sheriffs and probation officers are supportive of this proposal in concept, as counties are better

positioned than the state to access local, community-based resources to deliver social and rehabilitative services to the inmate population. Nevertheless, our County adult detention facilities have very limited unused capacity and even less flexibility to manage that capacity due to the incarceration of special inmate populations, such as sex offenders, mentally ill offenders, and gang affiliates. Although the County Sheriff has managed to avoid being placed under a federal population cap through an aggressive cite and release policy and through custody alternative programs, a shift of state prisoners to the County may necessitate the premature release of County jail inmates due to our limited bed capacity. Of the 1,643 adult inmates currently in County custody, only 204 or 12% are sentenced and could be released if necessary. Depending on the volume of prisoners to be diverted to the County, the displacement of current detainees being held under federal and state contracts could also result in a loss of revenue to the County on which the current budget is predicated.

Under the Governor's proposal, fewer convicted criminals would be sent to state prison. It is likely that fewer criminals will serve prison time anywhere. There are myriad complexities attendant to this proposal. Because there is not room in the county jail to simply absorb this new population of prisoners, the Sheriff may be required to release lower-level county jail prisoners to accommodate the non/non/nons in County facilities. Statistics indicate that many of the released lower-level County prisoners will commit new offenses after early release from custody.

Putting aside the policy issues, the cost to house the non/non/nons will be significant. For example, over the past five years, Contra Costa County has sent to the CDCR an average of 200 non/non/nons annually or 32% of the new commitments. Therefore, we can anticipate an increase in the average daily population (ADP) at our detention facilities of approximately 200 for the first year. Because the inmates may be sentenced past the current one year limitation for county jails, the second and third years are unpredictable until the impact of adjusted sentencing practices, and length of custody alternative placements and parole programming determinations are made. However, we can logically expect that the ADP will increase beyond 200 in years two and three.

The current daily cost to house each inmate in Contra Costa County is $77.17, as calculated by the state. The State will be paying the county a stipend to house long-term and short-term non/non/nons. The State assumes that the average length of stay for a short term low-level offender is 24 months, which includes parole. The current proposal indicates an amount of $25,000 per ADP for any term served up to 24 months. It remains unclear how these allocations will be calculated. Some calculate it to be a daily rate for a year, which is $68.50 per day, significantly short of the County's current daily jail rate. Others believe it to be a block grant of $25,000 per inmate to fund the entire sentence including incarceration, custody alternatives, and parole.

Ongoing Concerns. Following are ongoing issues and concerns related to the proposed shift of lower-level offenders to county jurisdiction:

- Unacknowledged costs. The ADP allocations proposed by the state make no provision for medical costs. The legislation must require the state to cover costs related to future changes in law that expand crimes in "non/non/non" category. Need to tie full range of program shifts to funding
- Limitations on managing jail population. Sheriffs would need the flexibility to assign presentenced inmates to custody alternative programs.
- Capacity development. Counties are conceptually interested in investing differently in the criminal justice system to produce improved offender outcomes and address recidivism. Significant work needs to be done to identify the appropriate level of resources across systems to adequately address offender populations' needs and produce desired outcomes. Flexibility will engender innovation.
- Population scope. Perceived need to further circumscribe eligible population for transfer. Potential ways to refine non/non/non definition include (1): expanding "ineligible" criteria by adding specified crimes beyond serious/violent/sex; (2) setting cap for local sentences; (3) measuring offenders' risk; and/or (4) excluding potential deportable population (who cannot be paroled or otherwise released into the community in lieu of serving their sentences). Population must match both county role in criminal justice and current/future local capacity; jails are not equipped to house offenders for long terms.
- SB 678. Are there ways to sustain the probation incentive model in the context of a lower-level offender shift? Can we build on early successes of 678 to weave in an incentive component for counties that demonstrate significant improvement in reducing recidivism?
- Philosophical shift. Realignment contemplates in the public safety arena a transfer of offender populations for local supervision, management, and treatment. The underpinning of the population shift is, in large part, the notion that the status quo in the criminal justice system is unsustainable – both financially and in terms of

outcomes. It will take time for counties and partners across local criminal justice continuum to arrive at a new construct for offender management.

Realignment of Juvenile Population

Prior to the realignment of juvenile justice, all juvenile offenders convicted of a serious offense were sentenced to the State Department of Juvenile Justice (DJJ) at state cost; counties were charged only for committing lower-level offenders to DJJ.

The Governor's original realignment proposal would have eliminated the CDCR Division of Juvenile Justice (DJJ) by June 30, 2014 and shifted $257.6 million from the State to counties to house, treat, and supervise all juvenile offenders. Counties have persuaded the state that this proposal is uneconomical because it would require all counties to create capacity to manage a relatively small severely mentally ill juvenile offender population within each county, rather than house them centrally with the state. The state's response to this logic is to offer counties an "all or nothing" option: a county may house all of its realigned juvenile population either locally or at DJJ, but all at county cost. The state advises that the annual cost to incarcerate a youth at DJJ is $200,000. CDCR contemplates a three-year ramp up for the shift in DJJ population to counties on a prospective basis. Some DJJ wards serving sentences in excess of the three-year phase-in would likely be placed in a non-county facility to complete their sentences.

County Probation has been examining this proposal for some time as, effective February 1, 2011, the County became responsible for DJJ parolees who will now be put on probation. In addition, the County also implemented the Youthful Offender Treatment Program in 2009, a state block grant program, which diverted lower-level, non-violent offenders from DJJ to County juvenile detention.

By law, juveniles cannot legally be housed in a prison that houses adults. Thus, the County's incarceration options will be house the inmate at juvenile hall, pay some other agency to house the juvenile, or construct a new juvenile facility to hold the increased population.

The District Attorney's Office has the discretion to charge some juveniles as adults. Because DJJ may no longer be an affordable option for the most violent juveniles, and because a stay in a county jail is not appropriate for some juveniles based on their crimes, it is possible that the DA's office would prosecute more juveniles as adults in adult court, resulting in additional prosecution time and cost.

Ongoing Concerns. Following are ongoing issues and concerns related to the proposed shift of DJJ population to county jurisdiction:

- Flexibility/Cost Neutrality. While counties believe that the revised proposal is far more acceptable than an outright elimination of DJJ, additional work needs to be done to ensure that the implementing statute offers counties sufficient flexibility and cost neutrality while providing sufficient certainty to the state regarding ongoing county demand for state placement options.

Court Security

The revised proposal to realign fiscal responsibility for court security from the state to counties will provide counties with $485 million (a reduction from the original proposal of $530 million) and stipulates that the security will be provided only by county sheriffs. It seems that the aim of the proposal is to eliminate administrative costs associated with the Administrative Office of the Courts' (AOC) involvement in the transaction. Under this proposal, funding and responsibility for court security would transfer to the counties, allowing courts and counties to negotiate service levels and agreements locally.

The proposal is counterintuitive to the Trial Court Funding Act, which transferred responsibility for the court system away from counties and was meant to cap counties' responsibility for court system costs at 1995/96 levels. Growth in court system costs was meant to be the responsibility of the state. Under the Trial Court Funding Act, court security is a state, not county, responsibility. The immediate concern with this proposal is that it might be the first step in unraveling the fabric of the Trial Court Funding Act and establishing a precedent for transferring the current and future costs for additional court system functions to counties. The Governor's proposal for transferring court security to counties makes no provision for cost escalation from inflation or court program expansion, and it begs the question of why the state is not using a competitive bid process to bring down the costs of court security rather than transferring the responsibility and associated cost to counties.

The Governor's Budget does not contain sufficient information to determine net County impact at this time. The CAO will continue to work with the Sheriff's Department and the Superior Court to determine the impact of this proposal as details are released by the Administration.

Ongoing Concerns: Following are ongoing issues and concerns related to the proposed shift of court security to county jurisdiction:

- Growth/out-year management. Need to develop a mechanism to account for changes in court facilities, new judgeships or other changes that significantly alter court security needs. How will a statewide allocation based on historic funding levels adjust to future changes?
- Cost containment. Need to identify mutually agreeable cost containment methods that balance court security needs against resources now and in out years.
- Liability. As an indispensible party in the agreement for court security services, the courts must retain some measure of liability.
- Governance. The executive level of local government must have a role in the negotiations between the court and sheriff on service provision.
- Precedent. Counties are wary about unwinding the division of court/county functions achieved under trial court funding reforms. Need some recognition that this move does not signal an intent to revisit other redistribution of court/county responsibilities. On a positive note, other counties see a benefit in a more direct allocation to county sheriffs.

Health and Human Services

Under phase one of the realignment proposal, the Governor has selected programs that fall under a broad definition of public safety. For social services, it includes Child Welfare Services, Foster Care, Adoptions and Adult Protective Services.

Child Welfare Generally, Child Welfare Services, Foster Care and Adoptions are federally mandated programs. For these programs, the State is the single statewide agency, meaning that the State is the entity that the federal government directly deals with when it comes to programs rules, audits and penalties, accountability and funding. Counties administer the programs on behalf of the State.

Phase I realignment would provide $1.605 billion statewide for the transfer of all Child Welfare Services and Foster Care program responsibilities from the State to the counties. This amount corresponds to the existing State general fund amounts provided for these programs. There is no information available regarding how these funds will be distributed to counties.

The Child Welfare Service programs were previously "realigned" via the 1991 realignment when the sharing ratios were changed. Adult Protective Services is not federally mandated; but it should be noted APS seems to be heading toward being federally mandated with the passage of the federal Elder Abuse Victims Act in 2009. Adult Protective Services was not previously realigned because it did not exist as a statewide program until 1998.

Social worker caseloads in California are excessively high for a minimal level of case management for vulnerable children and families. In fact, a recent study found that optimal caseloads would be about half of the current standards.

The State froze its contribution to the program in 2001. Child welfare services are underfunded by approximately $650 million statewide.

Adult Protective Services Phase I realignment would provide $55 million statewide from the transfer of all the Adult Protective Services Program responsibilities from the State to counties in the 2011-12 fiscal year. Full implementation of the transfer would not be completed until the 2014-15 fiscal year. There is insufficient information regarding how this shift would occur or how funds would be distributed. However, counties would have flexibility to determine the appropriate level of service and priority for their community.

Mental Health Services Most community mental health services are administered by counties. Services are supported by funding provided in the 1991 realignment through sales tax and vehicle license fees and Proposition 63-Mental Health Services Act funds. Under Phase I realignment, these programs as well as the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program, mental health managed care services, and mental health services for special education students (AB3632), would be funded using Proposition 63 funds in the first year and through the extension of sales tax and vehicle license fees.

Substance Abuse The transfer of funding and responsibilities from the California Department of Alcohol and Drug Programs to counties is included in Phase I. The shift would transfer the responsibility for administering prevention, treatment and recovery services for alcohol and drug abuse Counties would be provided with funding and the

responsibility for inpatient and outpatient alcohol and drug treatment services. If counties are also provided program flexibility they will be able to better utilize and prioritize funding to meet community goals. With program responsibility at the local level, counties cold implement integrated services for the new probation population, those suffering from dual diagnosis of mental health and substance abuse, and other low income residents.

The Governor's Budget does not contain sufficient information to determine the County impact at this time.

PHASE II

Phase II of the Governor's Realignment proposal assumes that the state will become responsible for costs associated with health care programs, including California Children Services and In-Home Supportive Services, while the counties assume responsibilities for CalWORKs, CalFresh (Food Stamps), and Child Support. There is still very little detail regarding these proposals. Responsibility will be transferred to counties for these programs along with funding support. There is no guarantee that adequate funding will be provided to any of these programs. In fact, the increased cost of doing business (CODB) for social service programs has remained unfunded since 2001. For the 2009-10 fiscal year, the CODB gap was estimated at $621 million including $37.9 million in Contra Costa County alone.

Funding for the realigned programs relies on voter approval to extend sales tax and vehicle license fees. The Governor's proposal does not include an alternative funding source or contingency plan if the extension of the sales tax and VLF tax increase is not approved by the voters in June. These funding sources have peaks and valleys and it is unlikely counties will get sufficient authority to manage programs within available resources due to a variety federal and court mandates.

Overarching Concerns with the Realignment Proposal

- The realignment proposal was so hastily conceived that critical details were overlooked (such as the parole revocation process). The proposal of this magnitude involving significant transitional issues cannot be thoughtfully contemplated and planned in the extremely limited timeframe prescribed by the Governor. Counties are challenged to evaluate capacity to take on individual components of realignment; it is even more difficult to evaluate a county's collective capacity to take on all elements.
- Counties can only succeed under realignment by utilizing best practices and highly trained staff. The proposed realignment funding is still not clearly defined and appears thus far to be woefully short of providing the necessary support. There is also great concern that the funding will gradually go away and once again leave local government to pick up the structural costs of these programs.
- To ensure this process is not simply a transfer of jurisdiction but a meaningful and comprehensive alternative with a chance of success, a significant fiscal commitment from the state and local governments must occur. Counties are being asked to fundamentally rethink investments, strategies, and approaches in dealing with the offender population. In the limited time frame available, counties are struggling to bridge the state's costing model/assumptions to a new local service design and determine what funding is needed to cover all costs (programming, incarceration, electronic monitoring and other custody alternatives, legal representation, and enhanced staff training).
- There continues to be too much uncertainty regarding the formulas for allocating funds to counties for the various elements of realignment. For example, will the allocations be calculated as daily rates or as a block grant based on ADP?
- Foundation of services not presently in place, especially in current economic climate and in face of consecutive years of staffing and programmatic reductions across systems (Sheriff, Probation, Mental Health, Substance Abuse, etc.)
- How will the increased number of inmates impact classification issues within County detention facilities?
- What are the funding guarantees for future? Will there be mandate relief if the funding is or becomes inadequate?
- Does the Federal Receivership that CDCR is under for their medical issues affect the counties? Currently the CDCR is under a Federal Court Order relative to medical treatment. There is a concern that the Order will remain in place for these inmates even if they are housed in county jails.
- Will the state provide funding to address the cost of medical services for the realigned inmates?
- Will the state pass on the responsibility and under-funded federal reimbursement for housing criminal illegal

aliens?

CONSEQUENCE OF NEGATIVE ACTION:

None. This report is informational for discussion purposes only.

CHILDREN'S IMPACT STATEMENT:

None.

Contra Costa County California
Employment & Human Services

Joe Valentine, Director

40 Douglas Dr., Martinez, CA 94553 * Phone: (925) 313-1579 * Fax: (925) 313-1575 * www.cccounty.us/ehsd

MEMORANDUM

DATE: March 14, 2011

TO: • Contra Costa County Board of Supervisors
• David Twa, County Administrative Officer

cc: • Dorothy Sansoe
• Mike Roetzer
• Eric Pormento

FROM: Joe Valentine, Employment and Human Services Director

SUBJECT: IMPACT OF PROPOSED FY 2011-2012 STATE BUDGET

The various FY 2011-2012 budget proposals now under consideration by the Governor and Legislator will have a number of significant impacts on county administered human services. The attached matrix provides a detailed analysis of the most significant impacts and compares the Governor's Budget proposals with those adopted by the Legislative Conference Committee. The areas with the most significant impacts are listed below. The attached analysis provides detail with respect both to the number of persons affected and the amount of revenue the county will lose.

Areas of most significant impact:

- ✓ IHSS Service Reductions
- ✓ CalWORKs Grant Reductions
- ✓ Reduction in time limit for CalWORKs aid from 60 months to 48 months
- ✓ Reduction in "Single Allocation" funding for CalWORKs welfare to work services
- ✓ Across the board reduction in child care funding
- ✓ Elimination of child care for 11 and 12 year olds during "traditional" child care hours
- ✓ Realignment of Child Welfare
- ✓ 50% reduction in First Five reserves

As in previous years, the persons who will be the most severely impacted are children. Children will be put at additional risk by simultaneous reductions of services in multiple program areas.

State Budget: FY 2011-12		Contra Costa County Impacts		
Draft: 3/15/2011				
A	B	C	D	E
Issue Area	Governor's Proposal	Contra Costa County Impact	Conference Committee Action	Contra Costa County Impact
IHSS				
Across the Board Service Reduction	Reduce services to all IHSS recipients by 8.4 percent across-the-board for GF savings of $127.5 million. This would be on top of the existing 3.6 percent cut and result in a total reduction of 12 percent.	The overall service reduction of 12% in IHSS expenditures proposed by the Governor could result in the elimination of approximately 912,000 IHSS service hours for County cost savings of $2,063,869	Adopted an additional savings target of $128.4 million GF (for total GF savings of $486.1 million) with placeholder trailer bill language for proposals to achieve savings to be determined.	Currently, the 8.4% across-the-board reduction in IHSS service hours has been eliminated from the conference committee budget proposals. No information available yet on what the additional reductions would be.
Elimination of Domestic and Related Services to Certain Recipients	Eliminate domestic and related services to minor children with a parent who is able and available (for savings of $4.8 million ($1.5 million GF)) and to recipients living with others in a shared-housing situation (for savings of $714 million ($235 million GF)).	Currently, the County provides funding to 4,581 eligible recipients with shared living arrangement. The Governor's proposal would eliminate services to this population and this would reduce the County share by $236,600	Adopted an additional savings target of $128.4 million GF (for total GF savings of $486.1 million) with placeholder trailer bill language for proposals to achieve savings to be determined.	Currently, the proposal to eliminate domestic and related services for various living arrangements has been eliminated from the conference committee budget proposals. No information available yet on what the additional reductions would be.

A	B	C	D	E
Issue Area	Governor's Proposal	Contra Costa County Impact	Conference Committee Action	Contra Costa County Impact
Physician Certification	Establish a new state-issued physician certification form to be required of all new and existing IHSS recipients to be eligible for the program for savings of $366 million ($120 million GF). The form would require the physician to certify that an individual requires assistance with certain tasks to remain in their own home.	Insufficient information available to determine impact.	Adopted a requirement for IHSS recipients to have certification from a health care professional (i.e., not just limited to a physician) that personal care services are necessary to prevent out-of-home care for GF savings of $120.4 million.	Contra Costa County currently requires a physician's evaluation for all new IHSS applicants. For renewal evaluations, we require a physician's evaluation once every three (3) years. If there are recent changes in a client's condition, we may ask for an updated evaluation. Some physicians (smaller offices) charge $7.50 per evaluation, while the larger corporations (Kaiser, CCHP) provide them at no charge. The proposed state evaluation form is likely to be more lengthy and detailed. For some physicians, it may mean they will increase their fee for that service. Fiscal impact is difficult to determine at this time. Administrative burden will be minimal since we already have this IHSS requirement as standard operating procedure.
Eliminate Funding to IHSS Advisory Committees	Eliminate the mandate and funding for local IHSS Advisory Committees for a savings of $3.1 million ($1.6 million GF).	Currently, Advisory Committee activities are funded with 53% federal dollars and 47% IHSS State allocation dollars. The total allocation (state and federal) has been $52,964 annually, however, our IHSS Advisory Committee has spent an average of $17,000 annually over the last 4 years. Counties have the option to continue the advisory committees at their own expense and will be eligible to draw down 53% federal matching funds	Eliminated the mandate and reduced funding by $1.4 million GF, leaving $3,000 for each of the 56 Public Authorities to support continued operation of the Advisory Committees.	An allocation of $3,000 would allow Contra Costa County to draw down an additional federal match of approximately $3,000. The IHSS Public Authority would adjust it's level of support for the IHSS Advisory Committee to live within this amount.

A	B	C	D	E
Issue Area	Governor's Proposal	Contra Costa County Impact	Conference Committee Action	Contra Costa County Impact
Caseload Savings	None.		Adopted caseload savings of $83.4 million GF due to lower caseload estimates in 2010-11 and 2011-12.	Contra Costa County IHSS caseloads have been steadily dropping over the last 2 years, so the impact should be minimal.
Community First Choice Option	None.		Adopted $121.1 million GF savings due to expected approval of six percent increase in federal financial participation as a result of IHSS qualifying under the new federal Community First Choice Option.	The budget proposal is not specific about how the Community First Choice Option will be implemented and documents to research this are not available at this time. Based on the fact the State included counties in their current FMAP increase, using a similar proportional sharing, we estimate we would receive the lower side of $1.4 million. Depending on the State's decision to distribute the FMAP, we could realize no savings at all.
Unspecified Reductions to Achieve Savings	None.		Adopted an additional savings target of $128.4 million GF (for total GF savings of $486.1 million) with placeholder trailer bill language for proposals to achieve savings to be determined.	Not able to determine CC County Impact at this time.

A	B	C	D	E
Issue Area	Governor's Proposal	Contra Costa County Impact	Conference Committee Action	Contra Costa County Impact
CalWORKs				
Grant Reduction	Reduce CalWORKs grants by 13 percent, effective June 1, 2011, for savings of $13.9 million 2010-11 and $405 million in 2011-12.	All 11,310 CalWORKs families and all 19,394 children will be adversely impacted with this proposed grant reduction taking an average cash aid grant for a family of 3 from $694 to $604. Reduction in grant size will result in a $9.2 million dollar reduction in CalWORKs assistance expenditures, of which $200,000 is County GF. However, our CalWORKS Single Allocation would be reduced by $340,000.	Adopted an 8 percent grant cut effective June 1, 2011, for savings of approximately $300 million.	All 11,310 CalWORKs families and all 19,394 children will be adversely impacted with this proposed grant reduction taking an average cash aid grant for a family of 3 from $694 to $638. Reduction in grant size will result in a $5.6 million dollar reduction in CalWORKs assistance expenditures, of which $126,373 is County GF. In addition the CalWORKs Administrative Allocation will be reduced by $206,400.

A	B	C	D	E
Issue Area	Governor's Proposal	Contra Costa County Impact	Conference Committee Action	Contra Costa County Impact
Establish 48-Month Time Limit and Reform Safety Net	Establish a 48-month time limit for CalWORKs families. Any month of aid received by any member of an assistance unit would be counted toward the 48 month time limit, retroactive to 1998. Child-only benefits would continue beyond 48 months for unaided adult SSI/SSP recip and non-needy caretaker relatives, plus families fully meeting federal work participation rate requirements. Effective July 1, 2011. $698.1 million savings.	An estimated 1,595 CalWORKS families and 2,996 children would lose CalWORKS services unless the adults were fully meeting their work participation requirements. Given the current high levels of unemployment, it's estimated that only 365 families could meet this requirement resulting in 1,230 families losing their benefits. The county would lose $10.5 million in total CalWORKS assistance expenditures, of which $360,000 is county general fund. The CalWORKS administrative allocation would be reduced by $2.7 million.	In addition to approval of Governor's proposal to cut CalWORKs from 60-months to 48-months for adults effective June 1, 2011, without altering policies regarding those adults' exemptions as already adopted by the Senate and Assembly budget committees, adopted additional grant cuts to cases without aided adults after certain periods of time on aid for savings of approximately $100 million. The exact amount of the grant cut and the time on aid when the cut would be effective is to be determined.	An estimated minimum of 1,595 CalWORKS families and 2,996 CalWORKS children would have their grants reduced and lose CalWORKS services. The county would lose approximately $10.5 million in total CalWORKS assistance expenditures, of which $360,000 is county general fund. The CalWORKS administrative allocation would be reduced by $2.7 million. Until there are additional legislative determinations made on the proposed additional grant cuts to cases without aided adults, additional reductions (based on CC action) in assistance expenditures and administrative allocation reductions cannot be projected.

A	B	C	D	E
Issue Area	Governor's Proposal	Contra Costa County Impact	Conference Committee Action	Contra Costa County Impact
Single Allocation Reduction and WTW Exemptions	Maintain the $377 million Single Allocation reduction in 2011-12 that was originally taken in 2009-10, as well as flexibility to use CalWORKs Mental Health/Substance Abuse funding for other CalWORKs program components. Temporary WTW exemptions for families with young children enacted in 2009 would expire June 30, 2011.	All 4,825 Welfare-to-Work families will be adversely impacted as a result of reduced supportive services. With many services being reduced or eliminated through previous budget processes, transportation and ancillary supportive services are crucial to the success of the Welfare-to-Work clients. These families will encounter more difficulties in meeting basic needs while trying to engage in job search, and other employment and education activities necessary to obtain/maintain employment. As a result, they will fall further into poverty.	Adopted a reduction to the Single Allocation of $427 million with extension of the statutory changes and exemptions (with possible expansion of the exemptions) for parents of young children that were enacted in 2009-10.	All 4,825 Welfare-to-Work families will be adversely impacted as a result of reduced supportive services. In addition, the Department will have significantly less funds to contract with community based organizations and other departments for welfare to work services. Specifically, contracts for work experience services; education, training, and assessment services; legal record expungement services; services to help CalLEARN youth complete their education; Domestic Violence Prevention Services; and substance abuse and mental health services. This will increase the number of CalWORKS participants who are unable to overcome barriers to employment. The additional statewide reduction of $50M will result in an additional $1.3M reduction to our CalWORKs administrative allocation.
Modify Subsidized Employment (AB 98)	None.		Approved the LAO proposal to expand the state's participation in subidized employment from 50% percent of the Maximum Assistance Payment Level [MAP] to 100% of the MAP or 50% of wage, whichever is higher.	While further analysis is required to accurately determine impact, any additional State funds made available to provide for subsidized employment will allow for the possible reinstatement of a subsidized employment program for CalWORKS Welfare-to-Work participants.

A	B	C	D	E
Issue Area	Governor's Proposal	Contra Costa County Impact	Conference Committee Action	Contra Costa County Impact
Reduce Funding for CalWORKs Substance Abuse Treatment and Mental Health Services	None.		Reduce funding for CalWORKs Substance Abuse treatment and Mental Health Services by $5 million.	It is projected that approximately 2.3% of the CalWORKs participants needing substance abuse and mental heath treatment will no longer be able to access these services causing them to fall further into poverty and preventing them from moving to self sufficiency. This could result in a $100K reduction to our CalWORKs MH/SA allocation`.
Reduce Funding for Cal Learn program	None.		Reduce Cal Learn by $45 million in 2011-12.	A $45 million reduction statewide in the Cal Learn program would essentially eliminate this program impacting approximately 1,000 pregnant and parenting teens who would no longer be provided assistance in staying in school and obtaining their high school diploma or equivalent. As a result, they will lose a key opportunity to successfully reach self sufficiency. Reduction to the CalWORKs Administrative Allocation of $606,213 of which $465,000 is contracted services.
Stage 1 Reduction to Reflect Other Child Care Actions			Adopted savings of up to $69 million for Stage 1 child care conforming to actions taken in the child care package (see descriptions below of child care actions taken).	Please reference Stage 1 impacts below
CalWORKs - Child Care				

41

A	B	C	D	E
Issue Area	Governor's Proposal	Contra Costa County Impact	Conference Committee Action	Contra Costa County Impact
Unallocated reduction	Reduce state funding by $577.5 million, reflecting an unallocated 34.6 percent reduction in all child care programs except Preschool and After-School programs	A 34.6% reduction will result in a loss of $3,106,402 to the Department's Child Development Program. Childcare services will be eliminated for approximately 346 children ages 0 to 5.	Adopted a 15 percent across-the-board reduction to all contracts, excluding Stage 1 and Stage 2 but including pre-school, for Proposition 98 savings $267 million.	**Center-based** State contract impact: $1.9 million, the elimination of approximately 212 slots , or 60% of slots currently subcontracted to childcare partners in the community and the reduction of 5 FTE staff. **CAPP Program:** a total reduction of $210,00
Reduce license-exempt provider rates	None.		Reduce license-exempt provider rates from 80 percent to 60 percent, to achieve savings of $44 million.	**WFS Bureau response**: At least 50% or 227 CalWORKs Stage 1 families receiving services for approximately 313 children may be adversely impacted with this rate reduction as these families currently use license-exempt child care providers. This reduction will result in the loss or the more limited availability of child care slots. Children may be placed in more risky child care arrangements and increased child care expenditures could result as families opt to utilize more expensive licensed child care. The Work Participation Rate will be negatively impacted as participants can be exempted from Welfare-to-Work for a lack of child care. **CSB response**: CSB currently has 390 exempt care providers. Reduction will require a higher caseload; providers may opt out due to the lesser rate which will directly impact the centers with more families needing center-based care. Providers may be required to care for more than 3 children to meet minimum wage requirements.

42

A	B	C	D	E
Issue Area	Governor's Proposal	Contra Costa County Impact	Conference Committee Action	Contra Costa County Impact
Restore CalWORKs Stage 3	Set aside $52.6 million to fund Stage 3 servcies for April 1 - June 30, 2011. For 2011-12, provide $200 million in ongoing funds to continue Stage 3 program services in the budget year.	Restores Stage 3 services.	Approve restoration of Stage 3.	The restoration of Stage 3 Child Care will have a positive impact as families can remain employed and not have to return to CalWORKs to receive cash aid and supportive services.
Eliminate Eligibility for 11 and 12 year olds	Eliminate eligibility for subsidized child care for 11- and 12-year old children, to achieve savings of $93 million ($34 million Stage 1, $38 million Stage 2/3, $21 million General child care and AP).	174 children (or 21% of the Department's Child Care caseload) will lose child care eligibility creating employment issues and potential of unemployment for their parents. There will be a $800,000 reduction to the CalWORKs Single Allocation, which is used to pay for the services and administration of Stage 1 Child Care. Parents may choose to leave their children at home in an unsafe situation or in other unsafe conditions, placing them at risk and endangerment. This could result in an increase of services needed through the Children and Family Services Bureau	Adopted the elimination of services for 11- and 12-year olds during traditional hours, while protecting services during non-traditional hours, and exempting children who are disabled, at-risk of abuse, or homeless, for Proposition 98 savings of $38.5 million.	A maximum of 174 children (or 21% of the Department's Child Care caseload) will lose child care eligibility putting these children in potentially more risky child care arrangements and creating continuity of employment problems for the parents as well as the potential for job loss. This will result in a reduction to our CalWORKs Child Care allocation, which is used to pay for staff and child care services, in the amount of $800,000.
Other Child Care Cuts 43			Reduce income eligibility for subsidized child care from 75% of State Median Income to 70%. Increase the family co-pay by 10%.	The decrease in SMI will impact 11 currently enrolled children and 73 waitlisted families. The 10% increase in family fees will result in an additional $10,000 in fees collected each year; an increased hardship on families already struggling; families potentially dropping with a balance due based on inability to pay fees.

A	B	C	D	E
Issue Area	Governor's Proposal	Contra Costa County Impact	Conference Committee Action	Contra Costa County Impact
Reduce the Title 5 Standard Reimbursement Rate by 10%.			Reduce the Title 5 Standard Reimbursement Rate by 10%.	The 10% cut will result in $1.3M funding reduction and the termination of childcare care services to 140 children currently enrolled in the program.
Child Support				
Suspend County Share of Collections	Suspend the county share of child support collections in 2011-12 and redirect county share to the GF for GF savings of $24.4 million.	The suspension will result in an increased cost to EHSD of approx. $600,000 in FY 11/12.	Approved.	The suspension will result in an increased cost to EHSD of approx. $600,000 in FY 11/12.

A	B	C	D	E
Issue Area	Governor's Proposal	Contra Costa County Impact	Conference Committee Action	Contra Costa County Impact
SSI/SSP				
Reduce SSI/SSP Grants	Reduce SSI/SSP grants for individuals by $15 per month to the federal minimum for savings of $14.7 million GF in 2010-11 and $177.3 million GF in 2011-12.	2,082 SSI/SSP recipients or 18% of the CalWORKs caseload will be further negatively impacted and less able to meet their basic needs becoming more at risk and falling further into poverty	Approved.	2,082 SSI/SSP recipients or 18% of the CalWORKs caseload will be further negatively impacted and less able to meet their basic needs becoming more at risk and falling further into poverty
Medi-Cal Administration				
Suspend CODB for 2011-12	Do not increase Medi-Cal admin by $23.6 million ($11.8 million GF) to reflect the suspension of COLA in 2011-12.		Approved.	Contra Costa will not receive additional Medi-Cal funding to cover our increased Cost of Doing Business (CODB). We will have to serve an increased number of Medi-Cal applicants/caseload with less funding. The $23.6 statewide results will result in a loss of funding in the amount of approximately $700,000.
Adult Day Health Care Services	Eliminate ADHC for ongoing GF savings of $176.6 million.		Adopted reduction of $90 million GF and elimination of ADHC as a Medi-Cal optional benefit and provided $85 million GF with budget bill language expressing the Legislature's intent to pursue additional legislation to create a more narrowly-defined ADHC benefit under a new federal waiver.	A more narrowly-defined benefit could equate to a reduction in service hours with some benefits eliminated entirely. Until the waiver rules are defined, the exact impact is unknown. With any reduction of hours or elimination of services, caregivers will become overburdened with the stress of caregiving, will require absences from their jobs and it will further degrade the ability of the family unit to remain healthy, independent and productive.
Realignment				

A	B	C	D	E
Issue Area	Governor's Proposal	Contra Costa County Impact	Conference Committee Action	Contra Costa County Impact
Public Safety Realignment	Realign $5.9 billion worth of public safety and health and human services programs to counties. HHS programs to be realigned include: CWS and Foster Care, APS, Drug and Alcohol Programs (Drug Medi-Cal, Drug Courts and perinatal services), EPSDT, Mental Health Managed Care, AB 3632 services, and existing community mental health programs. The realigned programs would be paid for through adoption of a proposed June ballot initiative to extend an existing 1.15 percent rate for the VLF and 1 percen in sales tax that would otherwise expire at the end of the year.	CSAC has done a detailed analysis of the potential opportunities and risks associated with this proposal.Social services programs need base augmentations and counties need constitutional protections against the revenues not performing and future state, federal, and judicial costs to make realignment proposal viable	Adopted the framework of the Governor's revised realignment proposal to dedicate $5.9 billion in revenue to fund public safety programs. Adpted the constitutional provision that allows the realignment of local programs to occur and dedicates the revenues to that purpose, with an understanding that the Constitutional language is still under negotiation. Also adopted placeholder trailer bill language to implement the realignment, including implementation issues, allocations, and funding levels to be determined trhough future Legislative deliberations.	More information will be needed before we can assess the local impact. We support CSAC's analysis of the risks and opportunities.
Other				
Proposition 10 Fund Shift	Use $1 billion in Proposition 10 Fund reserves ($50 million from state reserves and $950 million from local reserves) to support Medi-Cal services for children aged 5 and under in lieu of GF in 2011-12, and shift 50 percent of the local allocation to the state on an on-going basis. The proposal requires voter approval and a June ballot initiative is proposed.		Adopted a one-time shift of $1 billion that includes $950 from Local Commissions and $50 million from the State Commission, but rejected the on-going 50 percent transfer from the Local Commissions. 50% of each Local Commission's fund balance as of June 30, 2010 is included in this redirection. Local Commissions will be required to shift these reserves to the State by June 30, 2012. The redirected funds will be used for Medi-Cal services for children under 5.	The Local First Five Commission will lose $23.4 million by this action, and will have to significantly reduce the level of funding that it uses to contract for First Five services.

46

A	B	C	D	E
Issue Area	Governor's Proposal	Contra Costa County Impact	Conference Committee Action	Contra Costa County Impact
Pending Federal Funding Cuts: Head Start and Early Head Start				The House is proposing 15% cut to EHS and HS base funding in 2011, which would result in reduction of $1.5 million, 160 directly operated slots and 24 teaching staff; or the elimination of all HS partner contracts. The President is proposing a slight increase in base funding from 2010 level to include the continuation of ARRA funding; Also at possible risk is the Early Head Start expansion at $2.7 million, 170 slots and 25 teaching staff, or all EHS partner contracts and EHS home based slots.

CALIFORNIA DISTRICT ATTORNEYS ASSOCIATION

921 11th Street, Suite 300 • Sacramento, CA 95814 • (916) 443-2017 • www.cdaa.org

OFFICERS

President
MICHAEL A. RAMOS
San Bernardino County

First Vice President
GREGORY D. TOTTEN
Ventura County

Second Vice President
CARL V. ADAMS
Sutter County

Secretary-Treasurer
DEAN D. FLIPPO
Monterey County

Sergeant-at-Arms
GILBERT G. OTERO
Imperial County

Past President
GARY LIEBERSTEIN
Napa County

BOARD OF DIRECTORS

MELINDA AIELLO
Amador County

EDWARD BERBERIAN
Marin County

LAWRENCE C. BLAZER
Alameda County

JERRY P. COLEMAN
San Francisco County

GARY FAGAN
San Bernardino County

BIRGIT FLADAGER
Stanislaus County

BARBARA J. GREAVER
Tulare County

KELLY P. KEENAN
Riverside County

PATRICK McGRATH
Yuba County

TONY RACKAUCKAS
Orange County

SOPHIA G. ROACH
San Diego County

CHIEF EXECUTIVE OFFICER
W. SCOTT THORPE

February 18, 2011

The Honorable Edmund G. Brown, Jr.
Governor, State of California
State Capitol
Sacramento, CA 95814

Re: Governor's Budget – Public Safety, Corrections, and Realignment

Dear Governor Brown:

On behalf of the California District Attorneys Association (CDAA), I write to express our serious concerns with your public safety budget proposal as we currently understand it.

CDAA does not raise these concerns lightly. Rather, we are keenly aware of the state's financial crisis and your efforts to responsibly address this problem. However, we are convinced that if implemented, your proposed budget and corrections plan will have disastrous consequences on public safety, producing increased crime and more victims in every community across this state. And as we have said in the past, temporary budget challenges should not be the impetus for a permanent sea change in the way government handles incarceration and parole, especially when such a shift jeopardizes public safety – government's first priority.

First, we acknowledge your recognition of the importance of protecting funding for local law enforcement subventions as evidenced by your proposal to extend the life of the vehicle license fee (VLF) increment that funds those programs. Your budget highlights the crucial nature of this funding and for that we are grateful. Unfortunately, the availability of these funds going forward is dependent upon a presumed June special election in which voters may or may not approve the call to extend existing taxes. Additionally, we have concerns about several of the policy directions and outcomes of your budget proposal, and we would prefer not to have this vital funding held hostage. Finally, because local authorities prepare their budgets far in advance of the planned June special election and the end of the state fiscal year, we cannot wait until just days before the expiration of this funding to address the issue. Public safety will suffer if VLF revenues for law enforcement are not protected in the very near future.

In terms of the proposal to realign correctional duties to local governments generally, the policy shifts must be conditioned on voter approval of the tax extensions. To be clear, there is no conceivable way that local governments

could handle the type of responsibility contemplated by this budget proposal without proper funding, and even then, serious and identifiable policy concerns have to be addressed. And though it is clear that the failure of the special election revenue question would require a massive rethinking of the budget plan, all of the shifts contained in the realignment plan (specified felons being handled at the local level, devolving adult parole to the counties, and eliminating the Department of Juvenile Justice (DJJ)) and the corresponding increase in prosecution caseloads that will likely result must be inextricably linked to the funding that will be needed by local governments to assume these new duties. Further, not only must any fiscal resources fully cover the costs that local authorities will bear as a result of the realignment, but funds must be firmly restricted for use in public safety programs, and there must be unequivocal non-supplantation language to ensure that the revenues intended to go to the realignment actually end up there.

Beyond our overarching concerns, your proposed shift of corrections responsibility presents the following specific problems for prosecutors:

- Precluding prison sentences for a large segment of the offender population ignores the fact that many of them have long criminal histories or serious instant offenses that simply might not qualify under the proposal's exclusionary criteria. If this construct is ultimately put into place, we should consider expanding the universe of offenders who would remain eligible for prison commitments.
- The plan removes the option of prison for entire classes of offenders, which will negatively impact prosecutors' leverage in case dispositions.
- Closing the prison gates to all but certain offenders who commit sex offenses and serious and/or violent felonies is an affront to victims who expect and deserve to see justice done.
- Eliminating DJJ creates similar dispositional problems and removes a valuable sanction used to protect the public from the most dangerous juvenile offenders.
- As some advocates have already opined, removing DJJ as a potential disposition will inevitably lead to more juvenile offenders being subjected to the adult court system, because a prison commitment would be the only viable option when dealing with certain serious offenders.
- Any plan that diverts criminals who would otherwise go to prison must include language that would qualify their crimes as prison prior offenses.

On the issue of prosecutor workload, it is clear that fewer offenders in prison necessarily means more criminals on the streets. Though some who would otherwise be prison inmates would go to jail or be supervised by probation departments pursuant to the budget plan, local capacity issues in both of those arenas virtually ensure that some new universe of offenders will be without supervision, custodial or otherwise. We know that many of these offenders will commit crimes that would have been prevented by incapacitation through incarceration or meaningful community supervision. In fact, Los Angeles County District Attorney Steve Cooley reports that, based on incarceration statistics and recidivism rates, it is possible that this realignment could result in 10,000 new criminal cases filed annually in Los Angeles County alone. Such a spike in workload would necessitate staff growth that would cost nearly $20 million. We expect that other counties would see commensurate increases in filings and staffing needs.

Without question, this massive realignment proposal raises numerous and significant concerns at the systemic level. Unfortunately, beyond the big picture scheme, there is very little detail available for consideration. This makes it quite difficult to honestly evaluate what local governments are being asked to do. For example:

- How will parole revocations be handled? Will California end up with 58 different local parole authorities or will our overburdened courts, in the face of a $200 million unallocated cut to the judiciary's budget, be asked to oversee the tens of thousands of parole proceedings that occur annually? Who will provide counsel for indigent parolees?
- At what rate will offenders who would otherwise be in prison who go to jail under this proposal earn time credits? If they earn at the lower jail rate, is the state inviting lawsuits from inmates who would rather go to prison and earn day-for-day credits?
- What is the timeframe for phasing in these huge policy changes? Jails in a majority of California's counties are bursting at the seams and probation caseloads are filled to overflowing. How do we reconcile these realities with the planned shift of thousands of inmates to local systems that simply cannot accommodate them?
- How will this proposal interact with the impending United States Supreme Court decisions in *Plata* and *Coleman*? Are we undertaking massive correctional policy changes that might be rendered moot in the very near future?

Though we appreciate your inclusion of prosecutors throughout the budget process thus far, we must respectfully but unequivocally inform you of our serious concerns with the proposal. We look forward to continuing to work with you, your administration (particularly in the context of the ongoing CDCR Law Enforcement Advisory Committee), and the Legislature to find common ground, but we owe it to you and to our constituents to be upfront about the problems we perceive with this plan. We will continue to explore alternative solutions that address the budget deficit and protect public safety.

Thank you for your consideration of our concerns. If you would like to discuss these issues further, please do not hesitate to contact me.

Very truly yours,

Michael A. Ramos
President

cc: Members of the California State Legislature

LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
MEDIA RELATIONS DIVISION

STEVE COOLEY • District Attorney
JOHN K. SPILLANE • Chief Deputy District Attorney

JOSEPH SCOTT • Director
SANDI GIBBONS • P.I.O.
JANE ROBISON • News Secretary
SHIARA M. DÁVILA • Asst. P.I.O.

(Embargoed for release at 2:30 p.m. Friday, Feb. 4, 2011)

Feb. 4, 2011

D.A. warns of public safety danger under proposed state budget prison proposal

LOS ANGELES – Saying it would "wreak havoc" in the criminal justice system, District Attorney Steve Cooley warned today that a state budget proposal to transfer thousands of convicted felons and parolees to county custody and supervision threatens the safety of citizens.

"The realignment proposal is a public safety nightmare," Cooley told the Assembly Budget Subcommittee during a late afternoon hearing in the Board of Supervisors hearing room at the Kenneth Hahn Hall of Administration.

The hearing is on Gov. Jerry Brown's budget proposal that would transfer responsibility for specified "lower-level offenders" and parolees from the California Department of Corrections and Rehabilitation (CDCR) to individual counties.

Cooley noted that Los Angeles County already faces a severe and chronic jail overcrowding problem that prompted a more than 20-year-old ongoing federal court-mandated population cap on the jail population. This has resulted in many incidents of early release of county jail prisoners over the years.

The District Attorney said that the county's jails, according to the Sheriff's own statistics, house about 18,000 inmates. About 90 percent are pre-trial detainees, leaving some 1,800 beds for post-conviction sentencing. Filling those beds now are those sentenced to misdemeanor terms, those sentenced to jail for violating probation, or defendants who have been given a jail term as a condition of a felony probation. These sentenced prisoners are routinely released early.

Cooley estimated that under the Governor's proposal, up to 9,000 convicted felons would be required to serve their sentences in Los Angeles County. "There is no room in the jails for them," he said. "Nor is there room for an estimated 6,500 Los Angeles County parole violators who would receive jail terms in lieu of prison under the proposal," he added.

(more)

18-1112 Clara Shortridge Foltz Criminal Justice Center
210 West Temple Street
Los Angeles, CA 90012
(213) 974-3525

The District Attorney warned that under the Governor's budget proposal, "Society will not be adequately protected. Convicted felons will not be adequately punished…Tens of thousands of convicted felons will be on the streets with minimal supervision, threatening all Californians.

"…The Los Angeles County District Attorney's Office and all other criminal justice entities from law enforcement to the courts would require substantial additional staffing to handle the predictable, significant increase in criminal filings due to felons serving very little or no time in custody," Cooley warned as he urged the subcommittee to reject the budget proposal.

sg

GOVERNOR'S PROPOSED TRANSFER OF RESPONSIBILITY FOR DELINEATED FELONS AND PAROLEES TO LOCAL JURISDICTIONS

LOS ANGELES COUNTY DISTRICT ATTORNEY STEVE COOLEY
FEBRUARY 2011

The Governor's realignment proposal in the area of Corrections and Rehabilitation seeks to transfer responsibility for specified "lower-level offenders" and parolees from the California Department of Corrections and Rehabilitation (CDCR) to local jurisdictions, i.e. individual counties.

The proposal for "lower-level offenders" requires counties to incarcerate all convicted felons sentenced to state prison on non-violent, non-serious, non-sex related offenses.[1] Convicted felons sentenced to prison, regardless of the current charge(s), who suffered a prior conviction for a serious, violent or sex offense would be housed in state prison. In addition, the proposal would shift responsibility for adult parole services to individual counties. Parole services includes incarceration for parole violations and parolee supervision. These parolees are not limited to having prior convictions for only non-violent, non-serious, non-sex related offenses. The counties would be supervising and housing felons on parole for rape, murder and all other strike offenses. The state would provide an undetermined amount of money to each county to alleviate the cost of housing and services for such offenders.[2]

---

[1] Under the realignment proposal, "serious" felonies are those defined by Penal Code §1192.7(c); "violent" felonies are those defined in Penal Code § 667.5(c); "sex" offenses would include all offenses that require registration as a sex offender upon conviction pursuant to Penal Code § 290(c).

[2] The current proposed assumptions per offender are incarceration costs of $25,000 for 6 months, community supervision and/or alternative custody costs of $3,500 for 18 months and treatment and/or programming costs of $2,275. *California Department of Corrections and Rehabilitation Realignment Local Costs Assumptions,* November 2010.

The current proposal is similar to one proposed by former Governor Arnold Schwarzenegger in 2010. The essence of that proposal was that specified non-serious, non-violent, non-sex offenders convicted with sentences of three years or less be diverted to county jails to serve that sentence. In opposition to that proposal, Los Angeles County Sheriff Leroy Baca informed then Governor Schwarzenegger that, on a daily basis, Los Angeles County houses approximately 18,000 inmates of which 90% are pre-trial detainees. This leaves approximately 1,800 available beds for post-conviction sentencing in Los Angeles County jails. Los Angeles County jails are under a federal court ordered population cap and are already at or near federally mandated capacity.[3] The Schwarzenegger proposal also promised additional money for the local housing of inmates; however, the amount allocated was a fraction of the actual cost and could not solve the issue of insufficient beds to accommodate the estimated increase in inmates.

In calendar year 2010, the Los Angeles County Superior Court sentenced approximately 18,000 defendants to state prison following conviction of a felony (this number does not include those sentenced to state prison after being found in violation of probation or parole). Nearly half of that total number, approximately 9,000 convicted felons, would be considered "lower level offenders" and would be required to serve their sentences in Los Angeles County under Governor Brown's proposal. These qualifying felons were charged with over 260 different criminal code sections.

---

[3] June 10, 2010 letter from Los Angeles County Sheriff Leroy Baca to then Governor Arnold Schwarzenegger opposing shifting felony offenders to local county jails. See *Block v. Rutherford* 468 US 576 (1984), *Rutherford v. Block* (now *Rutherford v. Baca*) Case No. Civ. 75-04111-DDP.

According to the CDCR, in calendar year 2009, more than 18,000 parole violators returned to prison with a new term for violating parole. Of this number, nearly 6,500 inmates were from Los Angeles County, nearly one-third of the total parole violators.[4] Assuming these parole violators served their time in Los Angeles County jails and each violator served 30 days spaced evenly throughout the year, this would result in the need for more than 500 additional beds per month.

The recidivism rate (committing a new felony or parole violation within three years of release) for inmates sentenced to state prison is nearly 70%. The highest rates are among younger offenders and *those serving sentences of 19 to 24 months* (emphasis added).[5] Using this widely accepted recidivism rate and understanding there is currently no room to house these additional prisoners, one can reasonably expect approximately 15,500 convicted felons on the streets of Los Angeles with minimal supervision. Based upon established recidivism rates, the County of Los Angeles can expect to see an additional 10,000 criminal cases filed per year under the terms of this proposal. This increase in criminal prosecutions would require additional staffing by the Los Angeles County District Attorney's Office (LADA). At a minimum, LADA would need 40 additional deputy district attorneys as well as supervisory staff, investigators and support staff. The total projected cost for the necessary staffing would be more than $19 million.

---

[4] *California Prisoners & Parolees 2009*, page 26; California Department of Corrections and Rehabilitations, Offender Information Services Branch, Estimates and Statistical Analysis Section, Data Analysis Unit.

[5] *2010 Adult Institutions Outcome Evaluation Report*, California Department of Corrections and Rehabilitations, Office of Research, October 11, 2010.

Thus, the number of qualifying felons and parole violators would nearly double the current housing levels of Los Angeles County jails. Convicted felons will serve little or no time in custody because there would be insufficient bed space. The gravity of this situation is masked by use of the misnomer "lower-level offenders." A number of recent cases prosecuted by this office illustrate the gross inaccuracy of this term. These cases are representative of the numerous convicted felons who would be ineligible for state prison and whose sentences may be reduced to inappropriately lower terms under the Governor's proposal.[6]

Public Integrity

In a widely-publicized open case, defendant Robert Rizzo (*People v. Rizzo*, BA376026), the former city manager of the City of Bell is charged with misusing more than $5.5 million in public funds for their personal benefit. If convicted of all counts, Mr. Rizzo faces approximately 50 years in state prison.

Assault Weapons

In *People v. Powell*, BA338304, the defendant was a heavy methamphetamine user living in an upscale neighborhood. The police were called when the defendant suffered from severe methamphetamine induced psychosis and his behavior was of great concern to the

---

[6] In a meeting between Los Angeles County CEO Bill Fujioka, Los Angeles County Sheriff Lee Baca and members of Governor Brown's Administration on January 13, 2011, Daniel Wall reported that Todd Jerue, DOF Program Budget Manager for Corrections/Criminal Justice informed the group that the existing State sentencing model is not one of the assumptions of the Governor's plan, and that would likely require changes in the Penal Code. A basic two year model was assumed for the low-level, nonviolent, non-sex related offenders they are proposing to keep at the county level: six months of incarceration and 18 months of supervision.

neighbors. Inside the defendant's home police found, among other firearms and destructive devices, a rocket launcher, tracer rounds, a flame thrower and methamphetamine. The defendant's psychosis and access to an arsenal of weapons made him incredibly dangerous. The defendant was sentenced to eight years in state prison.

Major Narcotics

Defendants Jose Gomez and Maria Torres delivered over 1,040 kilograms (kilos) of cocaine to undercover officers. Officers subsequently recovered an additional 150 kilos of cocaine, 200 pounds of methamphetamine and $100,000 in drug proceeds. Gomez had prior drug offenses but no strikes. He received a state prison sentence of 29 years.

Consumer Protection

Bertha Bugarin was an office manager for six medical clinics serving an immigrant, Spanish speaking community. She had no medical training whatsoever. Ms. Bugarin personally performed abortions on patients for cash. She was charged with seven felony counts of unlicensed practice of medicine and was sentenced to over three years in the State Prison (*People v. Bugarin*, BA328497).

High Technology Crimes

In *People v. Oluwatosin*, BA255327, the defendant and his co-conspirators compromised the data network owned and operated by ChoicePoint, a data aggregation company. They opened over 40 separate business accounts using stolen identities and fraudulent Los Angeles City tax licenses. Using these fraudulent accounts, Oluwatosin ran the credit

histories of over 189,000 individuals. In an extremely complicated criminal operation, the ring created mailbox drops and cell phone service using victim information. They would thereafter open a ChoicePoint account and use the system to run searches on unsuspecting victims. That information was then used to take over existing credit card accounts and open new accounts which were then used to obtain cash advances. At the time of filing, the estimated victim losses exceeded $6,500,000. Oluwatosin was convicted and sentenced to 10 years in state prison.

Auto Insurance Fraud

Husband and wife ringleaders, Ramon and Magdalena Zanoletti, purchased "victims'" legal and medical cases in connection with a large scale insurance fraud. In addition, "stagers" intentionally collided with innocent drivers in order to fraudulently collect insurance. Both defendants were sentenced to 22 years in prison (BA303537).

Under this proposal additional "lower level offenses" include: possession of weapons and explosives (P.C. § 12020 et. seq.); elder abuse, both physical and financial, (P.C. § 368); "endless chain" or ponzi schemes such as those perpetrated by Bernie Madoff (P.C. § 327); welfare fraud, which is estimated to cost taxpayers nearly $2 billion a year, (W.I.C. § 10980 et. seq.); counterfeiting, which has been shown to cost Los Angeles County businesses approximately $5.2 billion dollars annually and deprived state and local government of at least $483 million in tax revenue (P.C. § 350); health care fraud, with losses often over $10 million; and human trafficking (P.C. § 236.1).

The purpose of imprisonment for crime is punishment. It is a purpose best served by terms proportionate to the seriousness of the offense with provision for uniformity in the sentences of offenders committing the same offense under similar circumstances.[7] Additional objectives in sentencing are protecting society, deterring others, preventing new crimes by defendants through incarceration and obtaining restitution for victims.[8] If the Governor's realignment proposal is adopted, defendants responsible for a wide variety of felony crimes will escape appropriate sentences. The crime rate will predictably and significantly rise. The people of the State of California will inevitably lose confidence in the fairness of the criminal justice system and its ability to govern conduct and maintain order.

ALTERNATIVES

There are alternatives to the Governor's realignment proposal. The California Secretary of Corrections and Rehabilitation (Secretary) could be granted the same authority as county sheriffs to utilize alternative incarceration methods for felons convicted of non-violent, non-serious and non-sex related crimes. These alternative methods include home detention combined with electronic monitoring, global positioning systems (GPS) and the use of work furlough programs.

The realignment proposal currently casts too wide a net and includes defendants who deserve long-term commitments in state prison. The transfer of state prisoners to local custody could be limited to felons actually sentenced to 24 months or less in state prison.

[7] Penal Code § 1170(a)(1)
[8] California Rules of Court § 4.410.

This alternative would alleviate some public safety concerns and comes closer to accurately identifying "lower level offenders."

Conclusion

Governor Brown's realignment proposal in the area of Corrections and Rehabilitation will wreak havoc on Los Angeles County's criminal justice system and the State as well. The term "lower-level offenders" used to describe qualifying felons is wholly misleading as it includes very serious felony conduct as illustrated in the examples provided. It does not adequately consider the felons' prior criminal history, the magnitude of the harm done and the number of victims. Society will not be adequately protected. Convicted felons will not be appropriately punished. In addition, there would be woefully insufficient bed space for these convicted felons in Los Angeles County jails. Thousands of convicted felons will be on the streets with minimal supervision. In a time of shrinking budgets, the LADA and all other criminal justice entities from law enforcement agencies to the courts would require substantial additional staffing to handle the predictable, significant increase in criminal filings due to felons serving very little or no time in custody.

The realignment proposal is a public safety nightmare.

D. 2

To: **Board of Supervisors**

From: **PUBLIC PROTECTION COMMITTEE**

Date: **March 22, 2011**

Contra Costa County

Subject: PRISONER RE-ENTRY STRATEGIC PLAN FOR CONTRA COSTA COUNTY

RECOMMENDATION(S):

1. ACCEPT and APPROVE strategic plan and implementation recommendations to establish a network of prisoner re-entry services in Contra Costa County.

2. DIRECT the County Administrator to work with the offices of Supervisors Glover and Gioia to identify the resources needed to implement the strategic plan and to report back to the Board with his findings and recommendations.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

FISCAL IMPACT:

There is no fiscal impact to accepting and approving the strategic plan and recommendations. The fiscal impact associated with plan implementation is undetermined at this time. The County Administrator will work with the offices of Supervisor Glover and Supervisor Gioia to determine what resources will be necessary to implement the plan and how those resources might be provided.

BACKGROUND:

The California Department of Corrections and Rehabilitation has been under significant pressure since the early 2000s to ameliorate its overcrowded prison conditions and lack of adequate medical care for prisoners. In 2008, J. Clark Kelso, a federal receiver, was appointed to oversee California's prison health care system. Subsequently, a panel of three federal judges opined that the California's efforts so far have failed to resolve the underlying issue of overcrowding, and that it must take steps to reduce its prison population by about 46,000 inmates. In 2007, the state passed a bill that would provide funding to construct state-operated prisoner re-entry facilities throughout the state and issued an invitation to counties to compete for these facilities with the promise of local jail construction funds for counties that agreed to site these facilities. To date, not one state re-entry facility has been constructed anywhere in the state. However, the state has successfully partnered with some counties that had excess bed capacity to accept state prisoners on a contract basis.

In response to continuing pressure from the federal receiver and the need to reduce state expenditures, Governor Brown, in January, proposed a realignment of state parolees and prisoners to counties. While adoption of the plan and passage of the enabling legislation and ballot measures remain uncertain, it is becoming obvious that the state intends, in one way or another, to transfer prisoners to local jurisdictions; it has few other options. In acknowledgment of this likelihood, counties have put more energy into planning for this eventuality.

On August 25, 2009, the Board of Supervisors referred to the Public Protection Committee (PPC) a presentation by the Urban Strategies Council on how the County might support and coordinate County and local non-profit organization resources to create a network of re-entry services for individuals who are leaving jail or prison and are re-integrating in local communities. On September 14, 2009, the PPC invited the Sheriff-Coroner, County Probation Officer, District Attorney, Public Defender, Health Services Director, and Employment and Human Services Director to hear a presentation by the Urban Strategies Council. The PPC encouraged County departments to convene a task force, which has been meeting independently from the PPC, to embark on an effort to identify needed public agency and community resources and develop a plan for delivering prisoner re-entry services. It is the PPC's strong belief that having a strategic re-entry plan will better position the County to compete for federal, state, and foundation dollars should they become available for re-entry purposes.

The PPC received a status report from County departments in April 2010. The Employment and Human Services department reported on its efforts to weave together a network of services, utilizing ARRA funding for the New Start Program and on the role of One-Stop Centers in finding jobs for state parolees. Probation reported on the impacts of the anticipated flood of state parolees into the county. The Sheriff reported on the costs for expanding local jail capacity and possible expanded use of GPS (global positioning systems) use in monitoring state parolees released back to our county. The Health Services Department reported on its Healthcare for the Homeless Program as a means to get parolees into the healthcare system and on its development of cross-divisional teams on anti-violence. The Public Defender reported on its Clean State Program.

Supervisors Glover and Gioia indicated that their staff would continue to coordinate this local initiative when the Urban Strategies Council exhausts its grant funding from the California Endowment. The PPC continued to monitor progress on the initiative and, on February 7, 2011, received a presentation of the completed strategic plan and recommendations. In response to public testimony at the PPC meeting regarding concerns over the "Ban the Box" element of the plan, the plan recommendations have been clarified to exclude from the "Ban the Box" requirement certain identified sensitive positions in public safety and children's services or as determined by the agency.

Attached are the complete Contra Costa County Re-entry Strategic Plan (100 pages), an Executive Summary (6 pages) of the plan, and the slide show that will be presented today by representatives from the Urban Strategies Council.

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

Executive Summary: Contra Costa County Reentry Strategic Plan

A vision of successful community reintegration

Developed by the Contra Costa Reentry Planning Initiative

Compiled by Urban Strategies Council and Ijichi Perkins & Associates

March 16, 2011

Note on Report

This Executive Summary has been produced as a companion to the full **Reentry Strategic Plan Report**. The full report contains a Report Summary as well as the detailed report, maps and appendices. For copies of this Executive Summary and the full report, please go to www.cocoreentry.org.

Executive Summary

For the past four decades, the United States and the State of California have experienced a period of mass incarceration with prison populations steadily expanding. Consequently, there has been an accompanying mass release over this same period of time since over 90% of people incarcerated are eventually released.

BACKGROUND

Interested in addressing the issues formerly incarcerated people face upon release, DeVone Boggan, Director of the Richmond Office of Neighborhood Safety (ONS) and Supervisors Federal Glover and John Gioia, Chair and Vice-Chair, respectively, of the Public Protection Committee of the Contra Costa Board of Supervisors, collaborated to establish the Contra Costa County Reentry Planning Initiative (Reentry Planning Initiative). The ONS secured funding from The California Endowment and hired the Urban Strategies Council (Council) and Ijichi Perkins & Associates (IPA) to facilitate a process to develop a Reentry Strategic Plan to improve coordination and collaboration among reentry stakeholders and, ultimately, to improve outcomes for the formerly incarcerated residents of Contra Costa County. During the period from August 2009 through July 2010, the Initiative convened 14 meetings of approximately 200 stakeholders including county, city and state agencies, elected officials, service providers, formerly incarcerated individuals, community-based organizations and residents from across the County to gather input and advise on the strategic reentry plan.

REENTRY POPULATION IN CONTRA COSTA COUNTY

The Planning Initiative defines reentry and reintegration as a process, beginning at the time of adjudication, which plans for and provides the necessary services and supports to enable the formerly incarcerated individual to reenter the community, achieve stability, successfully reintegrate back into family and community life and to complete probation and parole without being reincarcerated.

According to 2009 data, roughly 7,318 adults and juveniles are under state or county criminal justice supervision in Contra Costa County. Moreover, in 2008, Contra Costa County sent 494 adults to state prison and 1,927 adults were released: 558 released for the first time and 1,369 released from a parole violation.

Reentry Service Needs

Upon release, the reentry population and the communities to which they return face a wide array of challenges (for more information, please see page 6 of the strategic plan). For the approximately 4,138 adult parolees and probationers in Contra Costa County, based on available research we estimate the following service needs:

Substance Abuse:	3,062 treatment spaces
Employment:	2,482 job placements
Housing:	1,241-2,069 housing placements
Health Services:	662 primary care slots
Education:	1,696 adult education spaces
Family Services:	2,274 parolees and probationers may need family counseling, support or reunification assistance

Recognizing these unprecedented numbers of individuals reentering the County from incarceration and their estimated service needs, Contra Costa County stakeholders have undertaken steps to establish the Contra Costa County Reentry and Reintegration Collaborative (CCCRRC) and develop a system to more effectively address the needs of the formerly incarcerated and the communities to which they are returning. The Reentry Planning Initiative and this Strategic Plan are the first steps towards establishing such a system. The primary mission of the CCCRRC is to engage and support formerly incarcerated individuals, their families, and the communities to which they return and to assist formerly incarcerated individuals to become active and impactful members of their communities. The CCCRRC will accomplish this mission through the development and support of the necessary public policies, public safety strategies, community awareness and services (See the Recommendations section below for more information on the CCCRRC).

RECOMMENDATIONS

Based upon the research, discussions and deliberations of the Task Force and Work Groups, the Planning Initiative has prepared two sets of recommendations. The first set of recommendations is directed to the Board of Supervisors (see page 12 of the strategic plan). A second set of Program Recommendations is directed to the proposed CCCRRC and the community-at large and form the foundation for the work of the CCCRRC (more detailed information on program recommendations begins on page 26 of the strategic plan).

REENTRY SYSTEM POLICY RECOMMENDATIONS TO THE CONTRA COSTA BOARD OF SUPERVISORS

1. The Board should adopt the Contra Costa County Reentry Strategic Plan as the county's strategic plan for reentry.
2. The Board should adopt the CCCRRC as the countywide mechanism for coordination and implementation of the Strategic Reentry Plan.
3. The Board should designate a single county agency to house the CCCRRC and to provide leadership and administrative support for its operations and to coordinate the support of other county and governmental agencies, non-profit, faith-based and business partners, and

community residents in achievement of the goals and objectives set forth in the Strategic Reentry Plan.

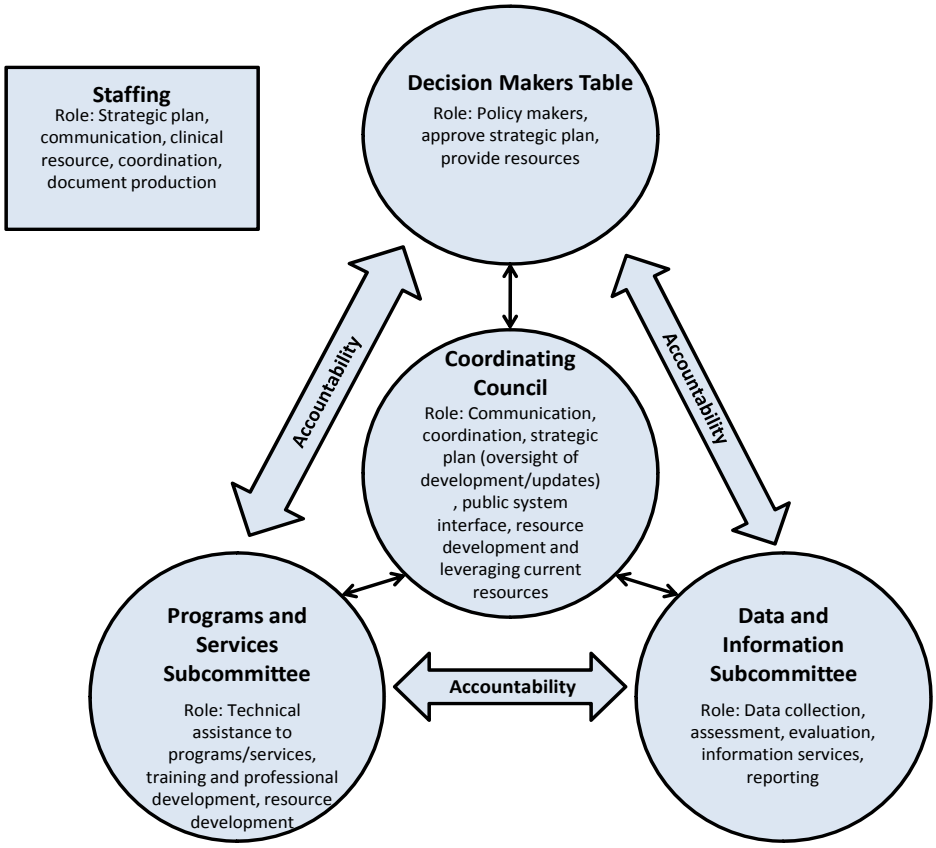
ABOUT THE CONTRA COSTA COUNTY REENTRY AND REINTEGRATION COLLABORATIVE

GOALS AND OBJECTIVES

In order for the CCCRRC to continuously improve its ability to meet the needs of individuals reintegrating into the community, reduce recidivism, and maintain public safety, it addresses a wide range of reentry-related issues including:

- Increased job training, placement, and employment opportunities
- Increased educational opportunities
- Reduced violations of conditions of supervised release
- Increased payment of child support
- Increased housing opportunities
- Reduced drug and alcohol abuse through participation in substance abuse services
- Increased participation in physical and mental health services
- Increased financial literacy
- Increased family and community engagement in reentry

STRUCTURE OF CCCRRC



Program Recommendations to CCCRRC

The Reentry Planning Initiative also produced a series of programmatic recommendations for critical services. System-wide recommendations are supplied in the following areas:

Reentry Process

The reentry process includes several stages: sentencing, incarceration, pre-release, release and reentry. Risk and needs assessment should be conducted at sentencing and adjusted throughout to meet the needs of the individual.

Service Delivery System

Develop a system of sufficient capacity to meet the needs of the formerly incarcerated that will include trainings and professional development for service providers and county employees.

Education and Computer Literacy

Offer appropriate educational and computer skills training programs to both inmates and the formerly incarcerated.

Financial Literacy and Services

Provide basic financial literacy to the formerly incarcerated and connect them with financial services such as credit and budget counseling, bank accounts, public benefits and tax preparation assistance.

Employment

Develop and enhance job training and certificate programs targeted at the formerly incarcerated.

Develop and implement a county "Ban the Box" policy to remove the question about criminal records from county employment applications during the initial application stage of the hiring process except for certain identified sensitive positions in public safety and children's services or as determined by the agency. Policies vary across jurisdictions but have some of the following elements:

- delete the criminal background question from initial application;
- ensure that federal law, which requires that a conviction be "substantially related" to job responsibilities, is enforced;
- perform a background check once the candidate is selected or determined to be a serious prospect;
- identify all positions for which background checks will be conducted due to the nexus between offenses and job duties, or as required by law;
- consider the gravity of the offense, the age of the candidate at the time of the offense, and how much time has elapsed since the conviction and the application;
- the right of the applicant to be notified that they were disqualified because of information in the background check and the right of the applicant to correct information and appeal the decision. Candidates for jobs with conviction restrictions can be notified of such restrictions in position announcements; and
- apply the policy to county/city vendors and contractors.
- For examples of "Ban the Box" policies, please visit the National Employment Law Project website: http://www.nelp.org/index.php/content/content_issues/category/criminal_records_and_employment/. For a "Q and A" on the policy, please visit: http://www.crmintegrators.com/transformationnetwork/Advocacy/tabid/71/Default.aspx.

Mental Health

Identify individuals requiring mental health services prior to release and develop a transition process that will allow for the seamless transference of medical records between institutions. Connect youth to Contra Costa County Mental Health Services Act (MHSA) Transition Age Youth (TAY) program.

Substance Abuse

Improve the coordination of and access to substance abuse services for the reentry population beginning pre-release. Provide technical support to Addiction Recovery Counselors to ensure that prisoners suffering from substance abuse receive an integrated approach to treatment during and after incarceration.

Health

Create a special committee to coordinate all health issues and services with a view towards implementing a system for providing the reentry population with health services, including transference of medical records, connecting them to services and establishing reimbursement mechanisms.

Mentoring/Community Engagement

Create a task force dedicated to exploring structured mentoring opportunities and evidence-based practices specific to addressing the needs of formerly incarcerated individuals. Identify and obtain financial support to develop, evaluate and sustain mentoring efforts.

Housing

Involve the Inmate, community-based case manager and parole/probation officer in pre-release planning process to identify housing opportunities. Collaborate with the housing authority to implement policies that remove barriers to housing.

Legal Services

Connect reentry population to free and low-cost legal services including family court order modifications, housing, “Clean Slate” clinics, Homeless Court and Traffic Court. Create reentry courts, drug courts, mental health courts and alternatives to incarceration/diversion programs.

Contra Costa County Reentry Strategic Plan

A vision of successful community reintegration

Developed by the Contra Costa Reentry Planning Initiative

Compiled by Urban Strategies Council and Ijichi Perkins & Associates

March 16, 2011

Table of Contents

Report Summary ii
Statement of Need ii
BACKGROUND 7
Report Overview 7
Part I: Vision and Purpose 8
Defining Reentry and Reintegration 8
Vision, Mission and Values Statement 8
Goals and Objectives 9
Part II: Policy and System Recommendations 10
Reentry System Policy Recommendations to the Contra Costa Board of Supervisors 10
Discussion of Reentry System Policy Recommendations 11
Part III: Program Recommendations 12
System-Wide Recommendations 13
Part IV: Implementation Plan 18
CONTRA COSTA COUNTY REENTRY STRATEGIC PLAN 1
Statement of Need 1
Contra Costa County Reentry Planning Initiative 7
BACKGROUND 7
REENTRY PLANNING INITIATIVE START-UP (August – December 2009) 9
PLANNING TASK FORCE AND WORKGROUPS (January – July 2010) 9
ADOPTION OF STRATEGIC PLAN (September – December 2010) 12
Contra Costa Reentry and Reintegration Collaborative Strategic Plan 13
Part I: Vision and Purpose 13
Defining Reentry and Reintegration 13
Vision, Mission and Values Statement 14
VISION STATEMENT 14
MISSION STATEMENT 14
PRINCIPLES and VALUES 14
Goals and Objectives 15
Part II: Reentry System 16
Infrastructure 16
Committee Descriptions 18
Programs and Services 23
Data and Information 24
Communications Strategy 26
Part III: Program Recommendations 26
System-Wide Recommendations 27
Education and Computer Literacy 28
Financial Literacy and Services 29
Employment 29

Mental Health 31
Substance Abuse 32
Health 35
Mentoring/Community Engagement 37
Housing 38
Legal Services 40
Part IV: Implementation Plan 44
Adoption of the Strategic Plan (Months1-5) 44
Establish Proposed Infrastructure 46
Implementation of Programmatic Recommendations 50
Implementation Plan Timeline September 2010 – January 2011 66
Appendices 68
Appendix 1: Parolees by Zip Code 07/02/10 68
Appendix 2: Adult Probationers by City 08/06/10 69
Appendix 3: Juvenile Probationers by City 08/06/10 70
Appendix 4: Reentry Task Force Composition 71
Appendix 5: Contra Costa County Reentry Planning Initiative Participant List 73
Appendix 7: Definitions of Recidivism 78
Appendix 8: Reentry Networks in California 79
Appendix 9: Funding Sources for Reentry 81
End Notes 81

Report Summary

Statement of Need

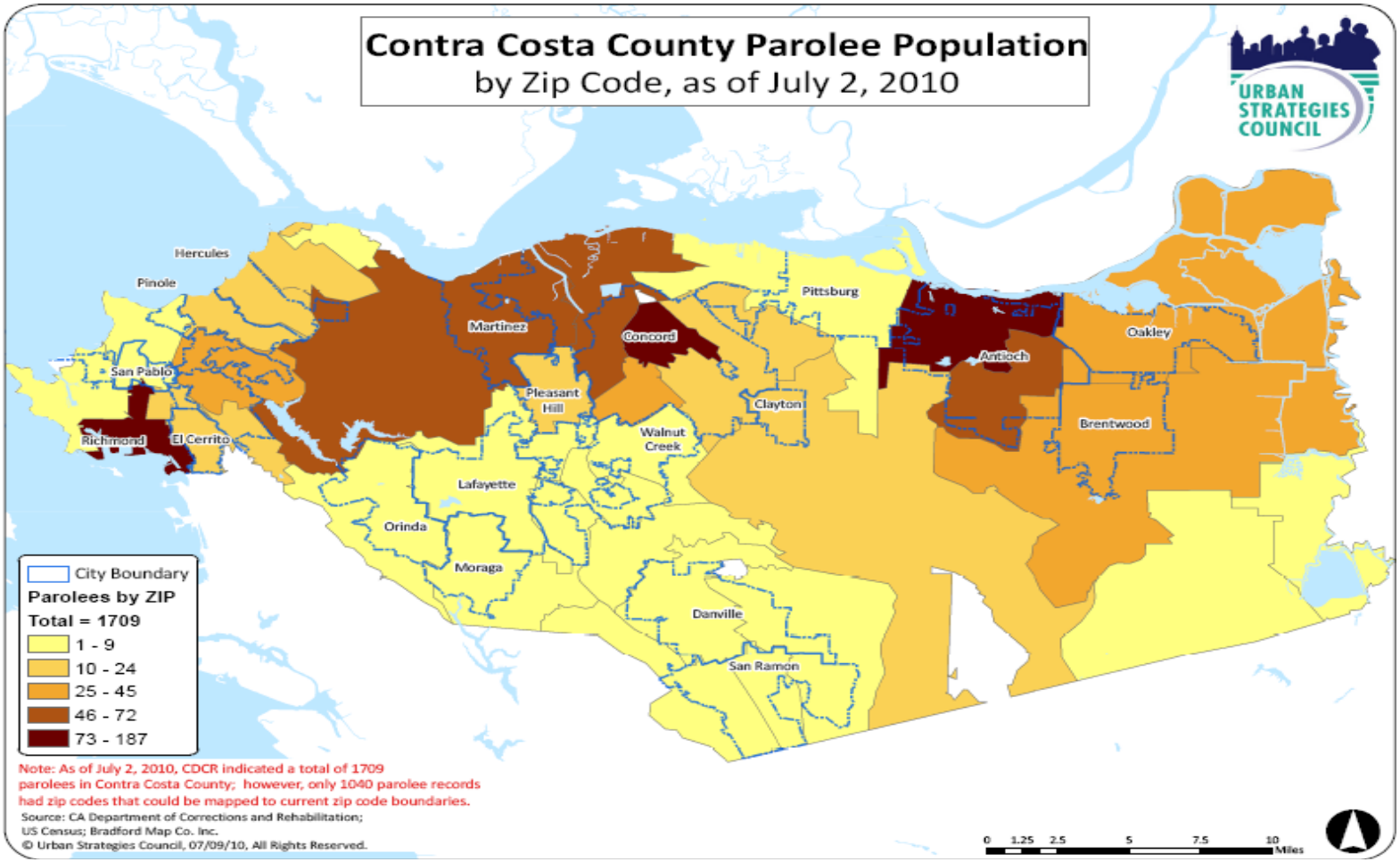
For the past four decades, the United States and the State of California have experienced a period of mass incarceration with prison populations steadily expanding. Consequently, there has been an accompanying mass release over this same period of time since over 90% of people incarcerated are eventually released.[i] As shown in Table 13 below, 2009 data reveal there were roughly 7,318 adults and juveniles under state or county criminal justice supervision in Contra Costa County. Moreover, in 2008, Contra Costa County sent 494 adults to state prison and 1,927 adults were released for the first time (558) or released from a parole violation (1369). Formerly incarcerated people are not evenly distributed throughout Contra Costa County and tend to be concentrated in poor urban communities of color. In Contra Costa County, the cities of Richmond, Pittsburg, Concord and Antioch have substantially higher densities of formerly incarcerated people than other areas of the county. The maps below (Figures 1, 2, and 3) provide pictures of how parolees and probationers are distributed across Contra Costa County (accompanying tables can be found in the Appendices, beginning on page 66).

Table 1: 2009 Contra Costa County Reentry Population Summary Table

	Parole	Probation	Total
Adult	1419	2719	4138
Juvenile	52[ii]	3128	3180
Total	1471	5847	7318

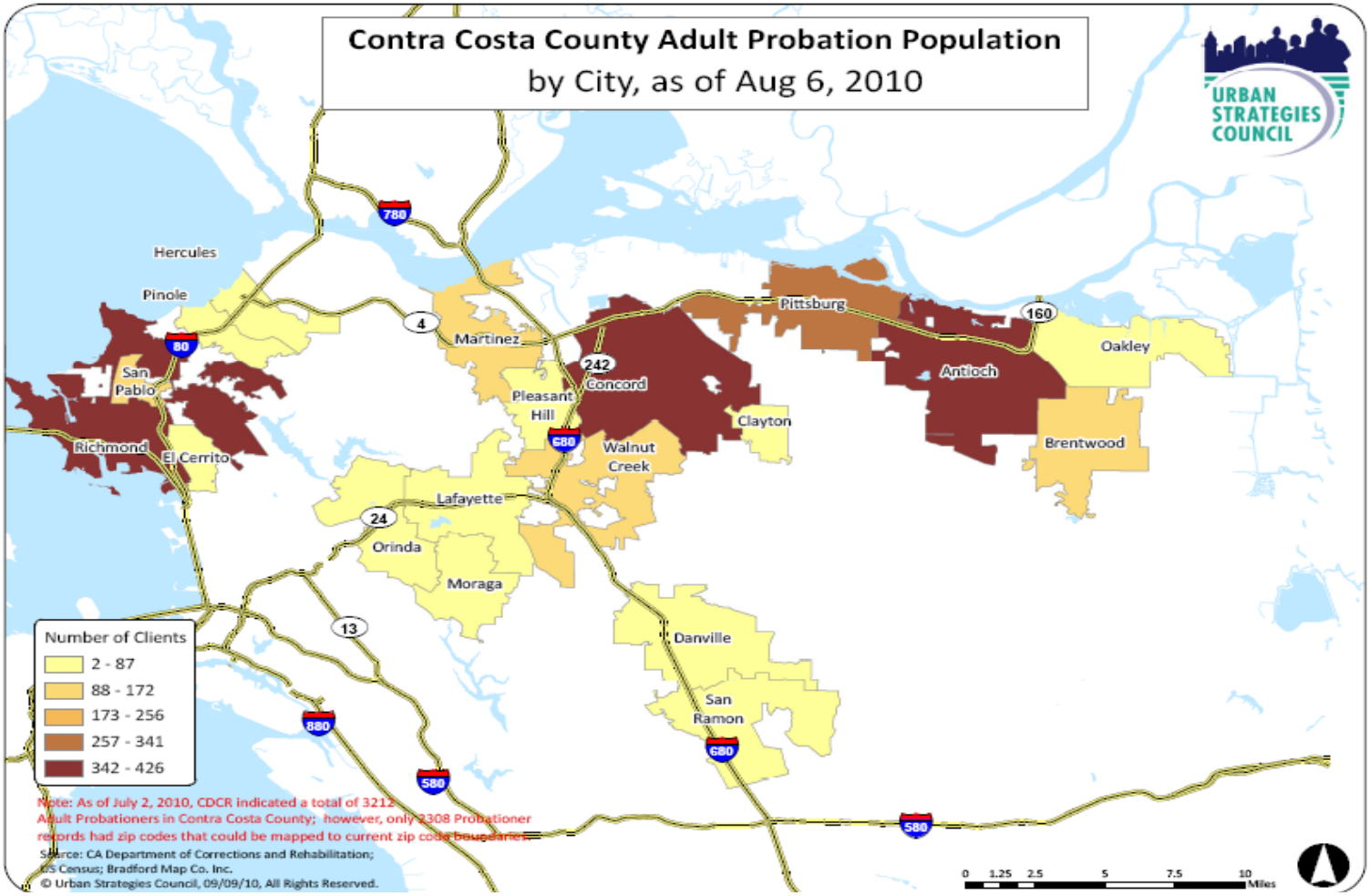
Upon release, the reentry population and the communities to which they return face a wide array of challenges. Table 2 summarizes current research on the service needs of formerly incarcerated adults and estimates the needs of the reentry population in Contra Costa County. As this table indicates, the reentry population is in need of health care, housing, employment, income, and a wide range of other services. Unfortunately, the communities to which they return are often the communities least capable of meeting these reintegration needs. Furthermore, CDCR and county jails do not provide many supports during the reentry process and, consequently, over half (56%) of all people released from CDCR will return within 3 years of their release. The flow of people between these communities and prison and jails destabilizes the communities of return and creates substantial barriers to providing ongoing health, employment, housing and educational services to a population in great need of these services.

Figure 1: Adult Parolee Population 07/02/10



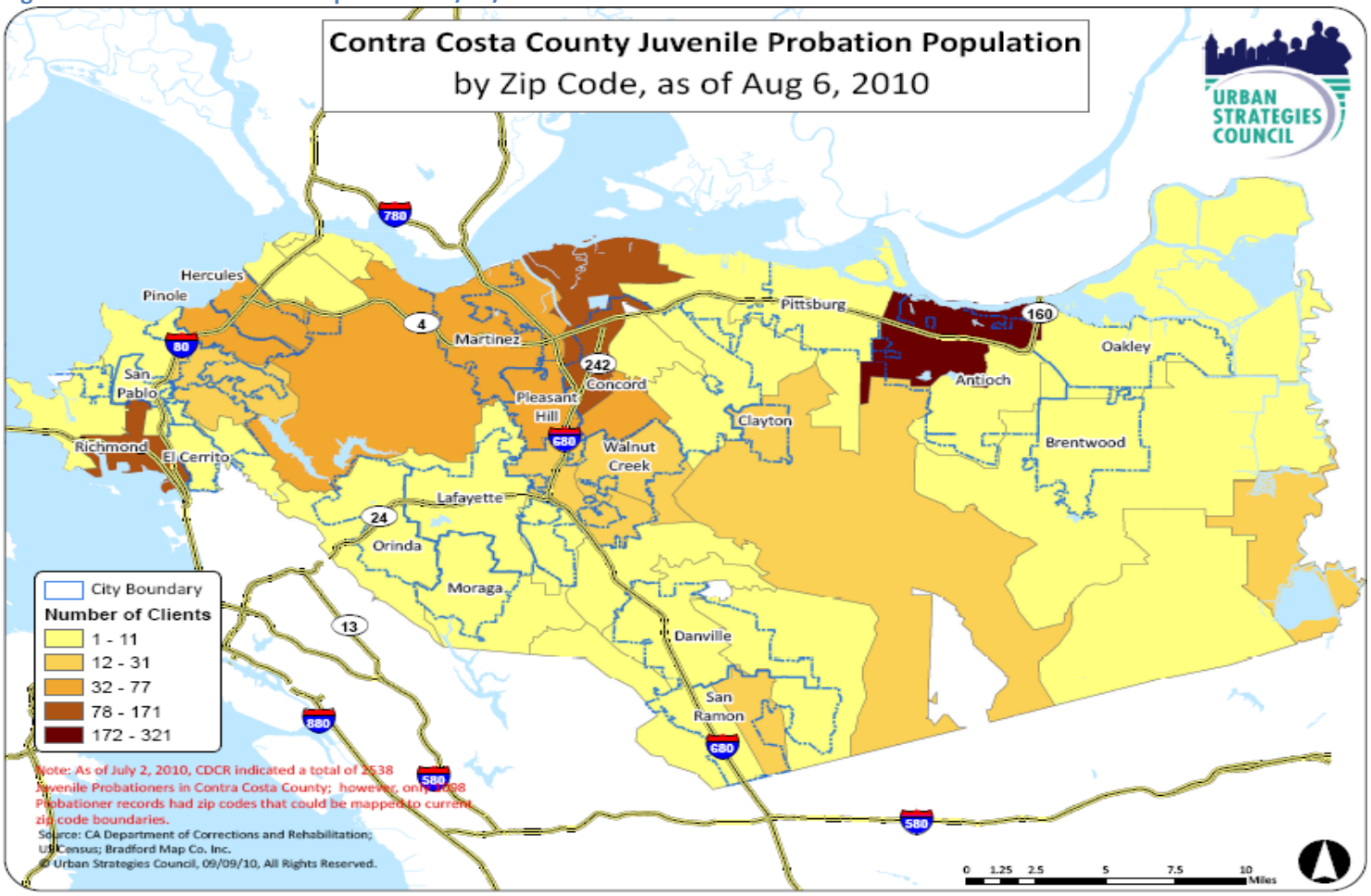
Accompanying table found in Appendix 1: Parolees by Zip Code 07/02/10

Figure 2: Adult Probation Population 08/06/10



Accompanying table found in Appendix 2: Adult Probationers by City 08/06/10

Figure 3: Juvenile Probation Population 08/06/10



Accompanying table found in Appendix 3: Juvenile Probationers by City 08/06/10

Table 2: Adult Reentry Service Needs Estimates

Research Indicates:	Among 4138 Adult Parolees and Probationers We Estimate That Approximately:
Substance Abuse	
74% of parolees have a history of substance abuse.[1] Only 10% received treatment while incarcerated.[2]	3062 treatment spaces are needed
Employment	
60% of parolees are not in the labor market one year after release[3]	2482 job placements are needed
Housing	
Between 30% and 50% of parolees in San Francisco and Los Angeles are homeless[4]	Between 1241 and 2069 housing placements are needed
Health Services	
Around 16% of prisoners have a Hepatitis C infection	662 primary care slots are needed
Education	
41% of parolees and 31% of probationers lack a high school diploma or GED[5]	1696 adult education spaces are needed
Family Services	
55% of soon-to-be-release prisoners have children under the age of 18[6]	2274 parolees and probationers may need family counseling, support or reunification assistance

Recognizing these unprecedented levels of reentry, Contra Costa County has undertaken steps to establish a reentry system to address the needs of the formerly incarcerated and the communities to which they are returning. The Reentry Planning Initiative and this strategic plan

[1] Mumola, C.J. *Bureau of Justice Statistics Special Report: Substance Abuse and Treatment, State and Federal Prisoners, 1997*. Washington DC: US Department of Justice, Bureau of Justice Statistics, 1999.
[2] Bureau of Justice Statistics. *Correctional Populations in the United States, 1997*. Washington DC: US Department of Justice, Bureau of Justice Statistics, 2000.
[3] Maruschak, L.M. *Bureau of Justice Statistics Bulletin: HIV in Prisons 1997*. Washington DC: US Department of Justice, Bureau of Justice Statistics, 1999.
[4] California Department of Corrections. *Prevention Parole Failure Program: An Evaluation*. Sacramento: California Department of Corrections, 1997.
[5] *Correctional Populations in the United States, 1997*.
[6] *Bureau of Justice Statistics Bulletin: HIV in Prisons 1997*.

are the first steps towards establishing such a system. Doing so requires building an infrastructure that can foster the level of coordination and collaboration necessary for supporting people as they reintegrate into our communities. By improving our reentry systems we will simultaneously improve the health and safety of our communities and Contra Costa County.

BACKGROUND

Interested in addressing the issues formerly incarcerated people face upon release, DeVone Boggan, Director of the Richmond Office of Neighborhood Safety (ONS) and Supervisors Federal Glover and John Gioia, Chair and Vice-Chair, respectively, of the Public Protection Committee of the Contra Costa Board of Supervisors, collaborated to establish the Contra Costa County Reentry Planning Initiative (Reentry Planning Initiative). The ONS secured funding from The California Endowment and hired the Urban Strategies Council (Council) and Ijichi Perkins & Associates (IPA) to facilitate a process to develop a Reentry Strategic Plan to improve coordination and collaboration among reentry stakeholders and, ultimately, to improve outcomes for the formerly incarcerated residents of Contra Costa County. During the period from August 2009 through July 2010, the Initiative convened 14 meetings of approximately 200 stakeholders including county, city and state agencies, elected officials, service providers, formerly incarcerated individuals, community-based organizations and residents from across the county to gather input and advise on the strategic reentry plan.

This report and strategic plan are the products of a nine-month planning process involving reentry stakeholders from across Contra Costa County. The strategic plan presents a vision of reentry for Contra Costa County to make formerly incarcerated people more successful, communities safer and to improve the efficiency and effectiveness with which people returning from prison and jail are served. This Plan is considered a living document that will be regularly updated to reflect the current issues, problems and opportunities within Contra Costa County. Therefore, the strategic plan should be seen as a framework for addressing reentry throughout the county.

Report Overview

Part I of the strategic plan describes the ideological framework and foundation for subsequent portions of this document. The vision, principles and goals presented below offer a long-term perspective on how reentry should operate within Contra Costa County. Accordingly, even as progress is made towards implementing the system (described in Part II) and this strategic plan is updated, the ideological framework describe in Part I will guide future developments. In addition, the Planning Task Force determined that the coalition they are designing would be called the **Contra Costa County Reentry and Reintegration Collaborative (CCCRRC).**

Part I: Vision and Purpose

Defining Reentry and Reintegration

Reentry and reintegration refer to both a philosophic approach to criminal justice and to a process of community reintegration. As a philosophy "reentry" refers to an approach to the criminal justice system (especially corrections) that works towards the successful reintegration of an individual from the point of adjudication within the system. Therefore, as a process, reentry begins at the time of adjudication and is completed when a person is successfully reintegrated back within their community. By focusing on community reintegration, reentry seeks to identify and meet the needs of the individual at each point of the process in a way that supports success in the community. Furthermore, this definition of reentry emphasizes the belief that a person who successfully completes the process is more capable of leading a productive, crime-free life than when they entered the criminal justice system.

Reentry and Reintegration is defined as a process, beginning at the time of adjudication, which plans for and provides the necessary services and supports to enable the formerly incarcerated individual to reenter the community, achieve stability and successfully reintegrate back into family and community life and to complete probation and parole without being re-incarcerated.

The CCCRRC believes that the reentry process is comprised of five stages:

1. **Arrest and Adjudication**: the period from arrest through adjudication.
2. **Incarceration**: the period of time when an individual is incarcerated within an institution.
3. **Pre-Release**: the activities that occur inside the institution to prepare a person for release once a date of release is known. Depending on the institution, the timeframe for this stage may vary with some lasting no more than a few hours and others for months.
4. **Release/Reentry**: the period of time beginning at release from the institution through the time at which the individual is stabilized back into the community.
5. **Reintegration**: the period during which a person is reintegrated within their community and is actively pursuing a path towards a healthy and productive life.

Vision, Mission and Values Statement

The following statements were developed and adopted by the CCCRRC during the Contra Costa Reentry Planning Initiative.

Vision Statement

Individuals released from incarceration into communities in Contra Costa County will become part of an integrated and supportive service network comprised of community-based organizations, government and public agencies and the broader community. This network will jointly create a pathway for the successful reentry and reintegration of formerly incarcerated individuals back into the community.

Mission Statement

The CCCRRC's primary mission is to engage and support individuals, families, and communities in formerly incarcerated individuals to become active and impactful members of their communities. The CCCRRC will accomplish this mission through the development and support of necessary public policy, public safety, community awareness and services.

Reentry services are part of a continuum that begins at the point an individual enters the justice system and continues through successful reintegration. Formerly incarcerated individuals and others directly affected by the criminal justice system are involved with the CCCRRC, providing input on prevention, service delivery, advocacy, and policy issues that encourage reintegration into the community and recidivism reduction.

Principles and Values

The Contra Costa County Reentry and Reintegration Collaborative is guided by the following principles and values:

- CCCRRC seeks to provide increased awareness about the value of formerly incarcerated individuals and their loved ones to their communities.
- Individuals are more likely to experience success when they are part of a supportive, integrated system.
- Reentry and reintegration begin while the individual is incarcerated.
- While leaving room for innovation, evidence-based practices are utilized when developing programs and policies.
- Collaboration, coordination, information, and communication are critical to the Contra Costa County Reentry and Reintegration Collaborative's success and sustainability.
- The good of the community comes before one's self and/or organizational interests.

Goals and Objectives

Clear and concise goals and objectives are an integral part of the Contra Costa Reentry Initiative. These goals and objectives focus the efforts of the Initiative, increase its credibility with stakeholders, and provide critical tools for assessing the extent to which it is accomplishing its mission.

In terms of framing performance goals, objectives and outcomes, the Initiative:

- Uses a holistic, systemic, and inclusive approach that involves federal, state and local government stakeholders, community organizations, advocates, the formerly incarcerated as well as family and community members;
- Adopts strategies that draw on evidenced-based approaches and practices;
- Targets high-to moderate-risk probationers and parolees through the use of validated assessment tools;

- Emphasizes geographic areas in which a disproportionate number of probationers and parolees are drawn from and return to;
- Incorporates assessment and case management tools targeting continuous reentry planning, beginning at the point of admission to the criminal justice system, and working through pre- and post-release;
- Embraces a commitment to the continuous and appropriate delivery of drug treatment, medical care, job training and placement, educational services, cognitive behavioral therapy and/or other services essential to reentry; and,
- Provides for independent evaluations of reentry programs using, when feasible, random assignment and controlled studies to determine effectiveness of programs and services offered.

In order for the Initiative to continuously improve its ability to meet the needs of individuals reintegrating into the community, reduce recidivism, and maintain public safety, it addresses a wide range of reentry-related issues including:

- Increased job training, placement, and employment opportunities;
- Increased educational opportunities;
- Reduced violations of conditions of supervised release;
- Increased payment of child support;
- Increased housing opportunities;
- Reduced drug and alcohol abuse through participation in substance abuse services;
- Increased participation in physical and mental health services;
- Increased financial literacy; and
- Increased family and community engagement in reentry.

These issues are addressed through program and service recommendations in Part III (beginning on page 26 of this plan).

Part II: Policy and System Recommendations

Based upon the research, discussions and deliberations of the Task Force and Work Groups, the Planning Initiative has prepared two sets of recommendations. The first set of recommendations is directed to the Board of Supervisors and address broad policy and systems issues. A second set of Program Recommendations is directed to the proposed CCCRRC and the community-at large and form the foundation for the work of the CCCRRC.

Reentry System Policy Recommendations to the Contra Costa Board of Supervisors

1. The Board should adopt the Contra Costa County Reentry Strategic Plan as the county's strategic plan for reentry.
2. The Board should adopt the CCCRRC as the countywide mechanism for coordination and implementation of the reentry strategic plan.

Comment [bb1]: Removed "endorse" from 1 and 2.

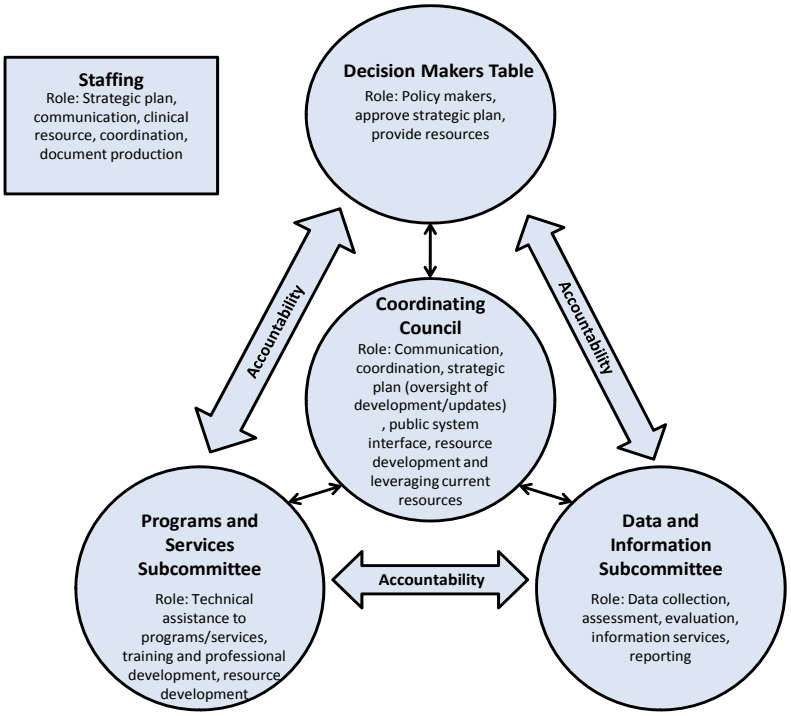
x

3. The Board should designate a single county agency to house the CCCRRC and to provide leadership and administrative support for its operations and to coordinate the support of other county and governmental agencies, non-profit, faith-based and business partners, and community residents in achievement of the goals and objectives set forth in the reentry strategic plan.

Discussion of Reentry System Policy Recommendations

One of the primary goals of the Contra Costa County Reentry Planning Initiative is to design and implement a countywide infrastructure that will operate an efficient and effective system of community reentry and reintegration from incarceration. The diagram below depicts the infrastructure developed by the participants of the Reentry Planning Initiative. Each committee is described in greater detail on subsequent pages.

Figure 4: CCCRRC Infrastructure Diagram



The **Contra Costa County Coordinating Council** is the coordinating and communication hub of the collaborative. Information passes through the Coordinating Council (either formally or informally) as the lead body to ensure the collaborative remains informed of reentry activity and supports in Contra Costa County. Representatives serving on the Coordinating Council are advisors to key decision-makers. On an annual basis the Coordinating Council will present a "State of Affairs" (plan and strategies) and a six-month review to the Decision Makers Table. This committee will be charged with discussing a wide range of issues and will serve as an advisory body to the Decision Maker Table. As the most representative body of the Collaborative, the Coordinating Council will be responsible for establishing the operational policies of the CCCRRC. In doing so, the Coordinating Council will create a system of accountability among the various committees and all those involved with the CCCRRC.

The **Programs and Services Subcommittee** provides technical assistance for programs and services, training and professional development, resource development for providers; identifies information needs, inventories current services, best practices/research; prepares gaps/needs/assets analysis and policy recommendations. This subcommittee will initially be created from the existing East and West County provider groups. As the CCCRRC develops it may be necessary to develop workgroups around specific services (e.g., employment, housing) that will serve under the Programs and Services Subcommittee. These workgroups would bring together stakeholders within these specific fields and could be established on an as-needed basis (e.g., to develop a countywide application for funding) or become a permanent component of the CCCRRC.

The **Data and Information Subcommittee** supports the rest of the CCCRRC's effort by ensuring that data and informational needs of the various committees, stakeholders and the community are being met. They also serve an information management function by collecting the current data on the reentry population in Contra Costa County and making those data available to the CCCRRC. This subcommittee also will work with existing research and program evaluation organizations to conduct regular assessments of existing programs. The Data and Information Subcommittee will produce regular reports in order to share their research with municipal leaders, media, and local community organizations.

The **Decision Makers Table** initiates legislation and policy and commits resources and other support for the goals, objectives, and activities proposed by the Coordinating Council to improve the lives of those affected by reentry services. The Decision Makers Table approves an annual reentry plan and conducts a mid-year review to determine progress on the plan and to identify policy and resource needs.

Part III: Program Recommendations

In addition to designing a recommended infrastructure to support an effective reentry system, the Reentry Planning Initiative also produced a series of programmatic recommendations for critical services. These recommendations were developed by staff from the relevant county/city agencies, CBOs and other stakeholders engaged in the process. Each set of

programmatic recommendations is specific to that service area; however, they also share a common set of ideas about how the reentry system should operate. These common elements have been pulled out from the specific service areas and are presented as "System-Wide Recommendations" because they were identified as critical to achieving the service specific recommendations outlined below. In this executive summary we provide a sketch of the recommendations, to see the more detailed list go to page 26 of the Strategic Plan.

System-Wide Recommendations

Reentry Process Recommendations

1. *Sentencing:* Incorporate a risk and needs assessment requirement throughout the criminal justice process beginning with sentencing.
2. *Incarceration:* Utilize incarceration as an opportunity for individuals to address individual needs, increase human and social capital, and to begin establishing connections with positive social networks:
    - Begin service delivery by community-based providers immediately upon incarceration with pre-release planning beginning a minimum of 120 days prior to release whenever possible.
3. *Pre-Release:* Establish and formalize a pre-release planning process that identifies service needs and, prior to release, connects prisoners with community-based service providers.
4. *Release:* Develop a system for providing transitional services that connect the formerly incarcerated with positive social networks that were established prior to release.
5. *Reentry:* Build/support a full continuum for the provision of particular services (e.g., employment, housing, health).

Service Delivery System Recommendations

1. Develop the service delivery system to ensure sufficient capacity and supply of services to meet the needs of the formerly incarcerated population in Contra Costa County.
2. Establish professional development requirements for all service providers who receive funding through the Richmond and Contra Costa County Workforce Investment Boards.
3. Provide training opportunities for Parole, Probation and Municipal Police Departments that address best practices on how to work with the at-risk youth population.

Education and Computer Literacy Recommendations

1. Offer targeted remedial and supportive educational programs to boost basic skill proficiency levels among formerly incarcerated individuals.
2. Provide and expand in-person computer skills training programs for formerly incarcerated individuals both inside correctional/detention facilities and in the community.

3. Provide access to college level courses (during and after incarceration), financial aid, and support services (EOPS, DSPS, tutoring, counseling, reentry programs).
4. Offer supportive programs to prepare formerly incarcerated individuals for the necessary discipline and focus required for long-term commitment to educational goals such as completion of the G.E.D.

Financial Literacy and Services

1. Provide basic financial literacy skills training to formerly incarcerated individuals who leave custody and access services through the CCCRRC.
2. Provide formerly incarcerated individuals with access to financial support tools, including public benefits, supportive services, and individual development accounts (IDAs) to help individuals begin to stabilize their financial situations.
3. Conduct targeted outreach to the reentry population for free tax preparation assistance to help them access Earned Income Tax Credit.
4. Offer credit-counseling/credit-repair.
5. Connect individuals with bank accounts to avoid check cashing outlets.
6. Provide budgeting classes/counseling.

Employment

1. Develop targeted services and programs to increase the employment rate of formerly incarcerated individuals and address the impact of a criminal record on employment.
2. Expand the number and range of supported/subsidized work experience programs for formerly incarcerated individuals.
3. Develop and enhance job-specific training and certification programs during incarceration.
4. Develop and enhance paid training programs/transitional employment in multiple sectors, targeting individuals recently released from incarceration.
5. Evaluate the county's hiring procedures and adopt the specific Equal Employment Opportunity Commission (EEOC) criteria that reflect minimum federal requirements.
6. Develop and implement a county "Ban the Box" policy to remove the question about criminal records from county employment applications during the initial application stage of the hiring process except for certain identified sensitive positions in public safety and children's services or as determined by the agency. Policies vary across jurisdictions but have some of the following elements:
    - delete the criminal background question from initial application;
    - ensure that federal law, which requires that a conviction be "substantially related" to job responsibilities, is enforced;
    - perform a background check once the candidate is selected or determined to be a serious prospect;
    - identify all positions for which background checks will be conducted due to the nexus between offenses and job duties, or as required by law;

- consider the gravity of the offense, the age of the candidate at the time of the offense, and how much time has elapsed since the conviction and the application;
- the right of the applicant to be notified that they were disqualified because of information in the background check and the right of the applicant to correct information and appeal the decision. Candidates for jobs with conviction restrictions can be notified of such restrictions in position announcements; and
- apply the policy to county/city vendors and contractors. For examples of "Ban the Box" policies, please visit the National Employment Law Project website: http://www.nelp.org/index.php/content/content_issues/category/criminal_records_and_employment/. For a "Q and A" on the policy, please visit: http://www.crmintegrators.com/transformationnetwork/Advocacy/tabid/71/Default.aspx.

Comment [bb2]: Ban the Box

7. Outreach to businesses/employers to encourage use of available financial incentives for hiring people with criminal records.
8. Create an efficient process for access to employment records during incarceration from CDCR, county detention system and juvenile hall.

Mental Health

1. Identify parolees/probationers with mental health issues prior to release.
2. Develop a seamless transition into mental health services from county jail and state prison that ensures an intake appointment within the first week of release.
3. Implement a process for obtaining/transferring complete medical records prior to release.
4. Implement a process for developing a case conference/treatment plan with affected departments/agencies prior to release.
5. Incorporate mental health status exam into sentencing determinations, especially for youth.
6. If a youth is a mental health services consumer, connect him/her to the Contra Costa County Mental Health Services Act (MHSA) Transition Age Youth (TAY) program.

Substance Abuse

1. Improve the coordination of and access to substance abuse services for the reentry population.
2. Coordinate the development of the pre-release substance abuse assessments.
3. Early identification of substance-abusing prisoners scheduled to return to Contra Costa County, supporting early and active transition planning 3 months prior to release.
4. Develop an effective and regular system of communication between Addiction Recovery Counselors (ARC) counselors and Alcohol and Other Drug Services (AODS).
5. Provide technical support to ARC counselors to ensure that prisoners suffering from substance abuse or co-occurring disorders receive an integrated approach to treatment during and after incarceration as determined by on AOD assessment.

6. Ensure that ARC counselors incorporate conditions of parole into clients' transition plans.
7. Assess clients' eligibility to public benefits prior to release.
8. Develop a system to connect formerly incarcerated individuals with positive social networks prior to release.
9. Ensure that ARC counselors keep up-to-date information about substance abuse services in Contra Costa County.
10. Address immediate issues prior to release that could prevent successful reentry such as substance abuse treatment, lack of medication, housing, etc.

Health

1. Develop a coordinated mechanism for providing re-entrants with health services.
2. Ensure that reimbursement mechanisms for covering the cost of health care are established and that MOUs and policy related to this are implemented.
3. Establish a special committee to coordinate mental health, health and substance abuse issues.
4. Advocate with CDCR to obtain medical, mental health and substance abuse records to provide continuity of care and expedite establishment of benefits.
5. Advocate for clarification of the definition of "legal residence" to ensure access to all potential reimbursement mechanisms.

Mentoring/Community Engagement

1. Incorporate a consultation with youth social worker, advocate or mentor (if possible) into sentencing decision in order to gather valuable psychosocial information on youth.
2. Create a task force dedicated to exploring structured mentoring opportunities/practices specific to addressing the needs of formerly incarcerated individuals.
3. Identify promising strategies/evidence-based models and best practices of mentoring that have demonstrated success in serving those who are formerly incarcerated.
4. Select and support the development of successful mentoring strategies/programs that are designed specifically to serve the formerly incarcerated:

    - Identify and obtain financial support to develop, evaluate and sustain mentoring efforts that address the needs of the formerly incarcerated.
    - Implement the program with operating procedures and standards for mentor and participant that include recruitment, screening, training, matching, monitoring and support, match closure and evaluation strategies based on the latest mentoring research and evidence from experienced mentoring practitioners.

Housing

1. Ensure housing-focused discharge planning prior to release.
2. Develop pre-release plans that realistically address the housing needs of the individual.
3. Involve the inmate, community-based case manager and parole/probation officer in pre-release planning process.
4. Connect formerly incarcerated individuals with support system immediately upon release.
5. Provide opportunities for community service upon release.
6. Offer peer-driven case management and supports to facilitate transition process.
7. Remove any barriers to affordable housing:
    - Work with developers to remove "screening" for people with criminal records.
    - Work with Housing Authority to remove any potential barriers in their policies and practices.
    - Work with affordable housing currently in operation to make sure that there is no bar against the formerly incarcerated person reentering those units (i.e. to reunify with family).
8. Increase the supply of housing dedicated to the formerly incarcerated in Contra Costa County
9. Provide service providers with professional training opportunities to develop their understanding of the formerly incarcerated.
    - Establish professional development requirements for all service providers who receive funding through the Richmond and Contra Costa County Workforce Investment Boards.

Legal Services

1. Conduct a legal issues risk and needs assessment to during incarceration, pre-release and post-release.
2. Increase the number of currently incarcerated and formerly incarcerated individuals' participation in services/programs that modify child support payments, establish paternity, determine visitation rights, and release license holds immediately upon incarceration.
3. Increase the number of formerly incarcerated individuals' participation with Housing Law Providers in an effort to decrease evictions and increase access to subsidized housing.
4. Increase the number of formerly incarcerated individuals who participate in Homeless Court and/or attend Traffic Court.
5. Increase the number of formerly incarcerated individuals who have access to their county/state RAP sheet.
6. Increase number of employers who understand and follow employment law related to hiring individuals with criminal records.
7. Increase understanding and completion of terms of Parole and Probation in order to decrease violations. Increase communication between Parole/Probation and service providers regarding violation hearings.

8. Increase number of registered and voting formerly incarcerated individuals in Contra Costa County.
9. Create reentry courts, drug courts, mental health courts and alternatives to incarceration/diversion programs in order to address underlying causal factors for offenses such as substance abuse and mental health disorders in order to reduce recidivism and increase recovery.
10. Create a monthly "Clean Slate" clinic that provides access to legal remedies to common barriers to housing, employment and public benefits and for juveniles' record sealing.
11. Create training for reentry service providers on legal issues, barriers and remedies. Establish training requirements around reentry legal issues for all service providers who receive funding through the Richmond and Contra Costa County funding streams specific to the area of service.
12. If youth is incarcerated for sex work, work with judge to see if there is a prison/jail alternative.
13. Identify jail/prison alternatives for youth (e.g., boys/girls ranch, mental health treatment center) if appropriate, and inform judge of these options.

Part IV: Implementation Plan

The implementation of this strategic plan consists of three phases: 1) Adoption of the Strategic Plan; 2) Establishment of the Reentry Infrastructure; and 3) Implementation of the Programmatic Recommendations.

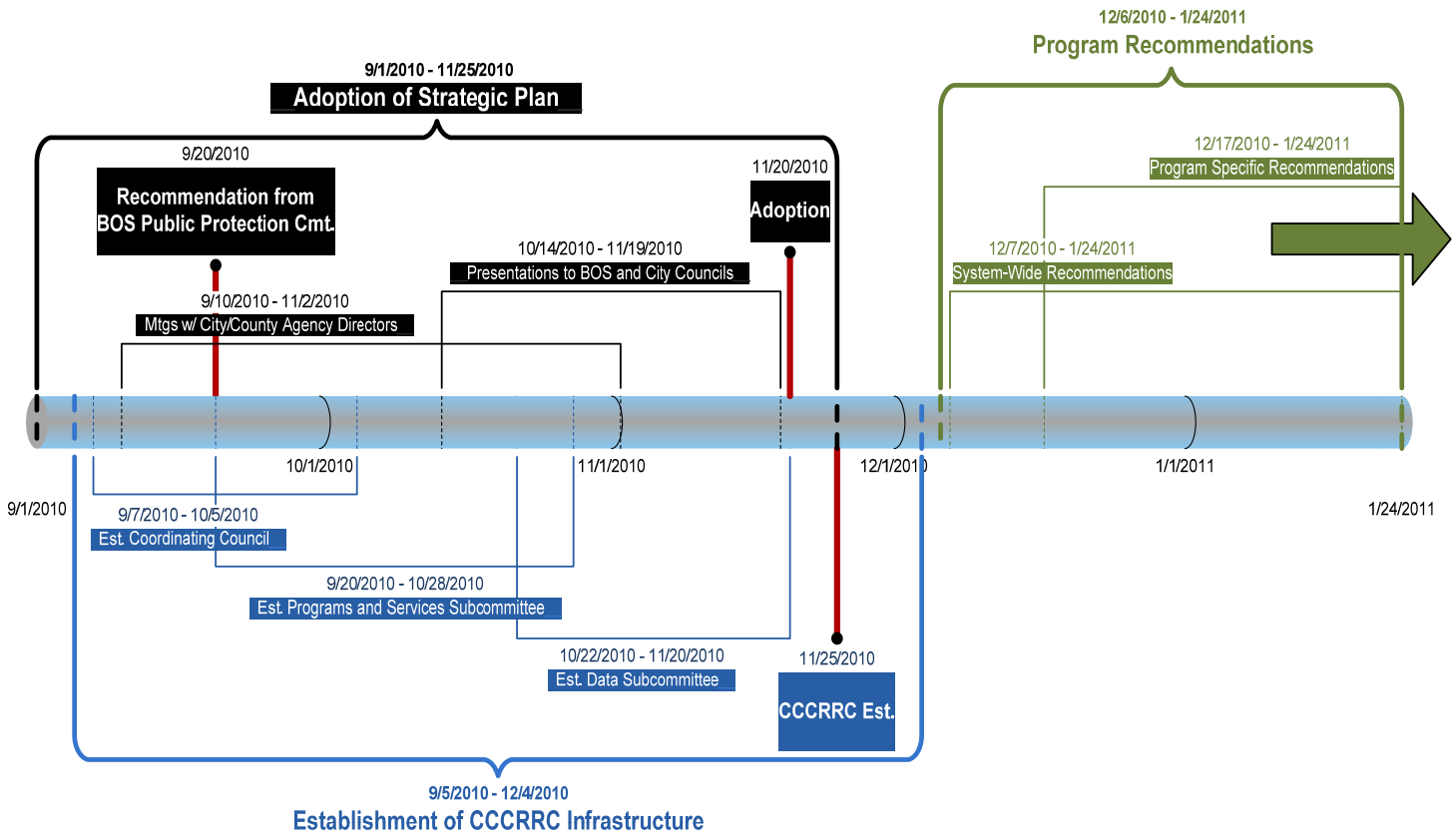
The first phase of implementation is to have the strategic plan formally adopted by the Contra Costa County Board of Supervisors and the Antioch, Concord, Pittsburg and Richmond City Councils. Therefore, the members of the Reentry Planning Task Force and the soon to be established CCCRRC will hold a series of meetings with the directors of county and city agencies in these jurisdictions to brief them and obtain their support for this Strategic Plan. Subsequently, the strategic plan will be brought to the Contra Costa County Board of Supervisors and city councils with a request for formal adoption.

Concurrent with the adoption of the strategic plan the participants of the Reentry Planning Initiative will begin to establish the reentry infrastructure outlined above. The current Reentry Planning Task Force will create the Coordinating Council and the existing East and West County provider groups will create the Programs and Services Subcommittee. During this time the committees will establish their procedural and operational practices to ensure that they are fully functioning when the Board of Supervisors adopts the strategic plan.

Implementation of the programmatic recommendations will begin as soon as the infrastructure is in place, with certain recommendations moving forward after the various committees being established. An emphasis will be placed on implementing the system-wide recommendations first as they will have the greatest impact on the efficiency and effectiveness of the service area recommendations.

A logic model outlining the program recommendations, the performance measures associated with those recommendations and the resources that will be devoted towards these recommendations is on page 44 of this Plan.

Contra Costa Reentry Initiative September 2010 - January 2011



xx

CONTRA COSTA COUNTY REENTRY STRATEGIC PLAN

This strategic plan is the product of a nine-month planning process involving over 200 reentry stakeholders from across Contra Costa County. This strategic plan presents a vision of reentry for Contra Costa County to make formerly incarcerated people more successful, communities safer and to improve the efficiency and effectiveness with which people returning from prison and jail are served. This plan is considered a living document that will be regularly updated to reflect the current issues, problems and opportunities within Contra Costa County. Therefore, the strategic plan should be seen as a framework for addressing reentry throughout the County.

Statement of Need

For the past four decades, the United States and the State of California have experienced a period of mass incarceration with prison populations steadily expanding. Consequently, there has been an accompanying mass release over this same period of time since 90% of people incarcerated are eventually released.[iii] A report by the PEW Charitable Trust found that 1 in 36 adults in California are under correctional control (incarcerated or on parole or probation) as of 2007.[iv] In 1982 the figure was 1 in 69. However, in 2008-09 California experienced its first reduction with a 2.5% drop in the state prison population. This decrease is likely to continue as California, like many states, attempts to reign in the expanding costs of operating large state prison systems.[v]

As shown in Table 13 below, 2009 data reveal there are roughly 7,318 people under state or county criminal justice supervision in Contra Costa County. Additionally, in 2008, Contra Costa County sent 494 adults to state prison and 1,927 adults were released for the first time (558) or released from a parole violation (1369). One way in which the state plans to reduce the prison population is by cutting the number of people that return to state prison for a parole violation. The recently introduced "non-revocable parole" status is only available to "low risk" parolees and does not allow for any revocation of parole, nor does it offer any supervision or services by a parole officer. For people placed on non-revocable parole the responsibility of accessing services will be entirely their own.

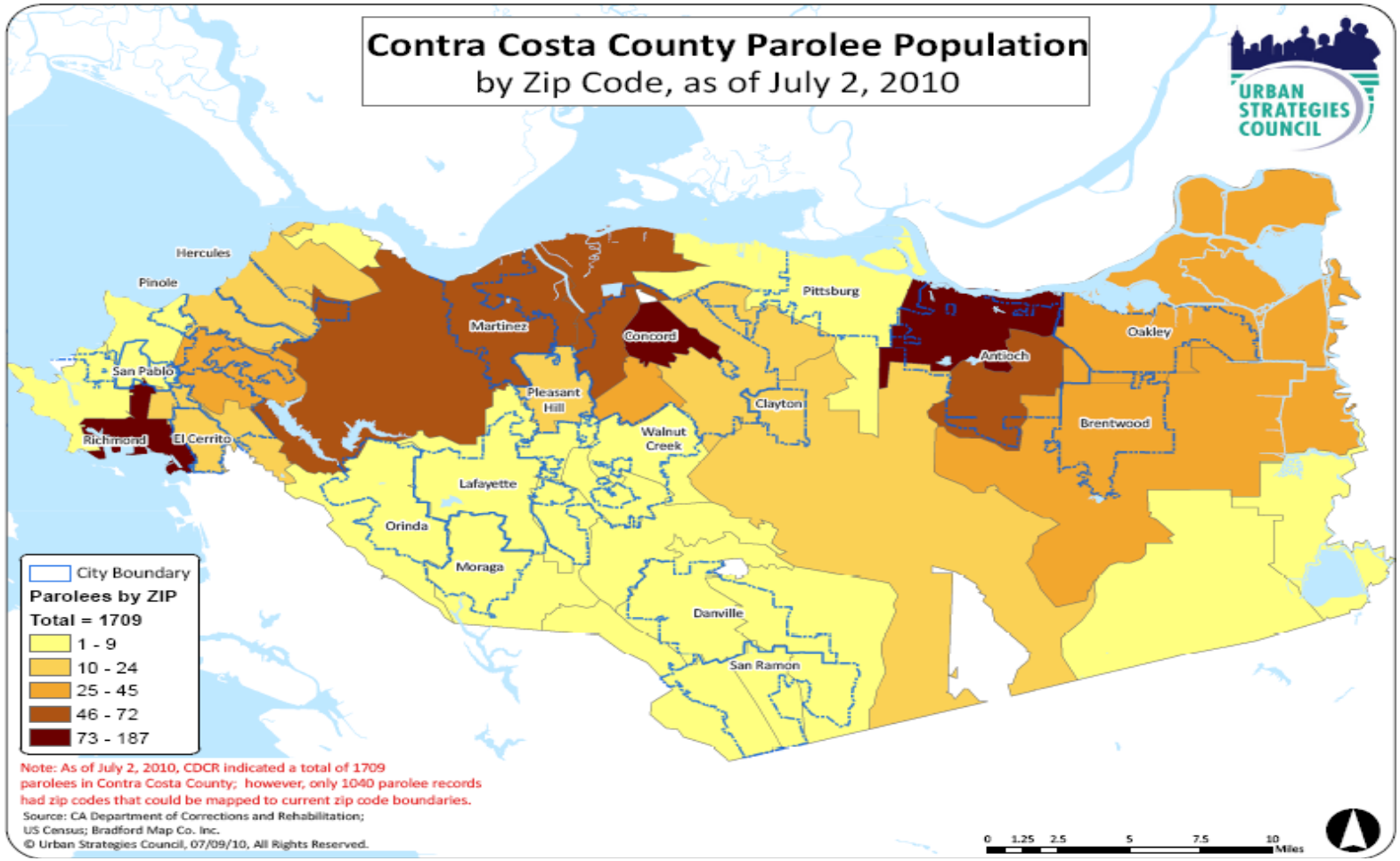
Table 13: Reentry Population Summary Table

	Parole	Probation	Total
Adult	1419	2719	4138
Juvenile	52[vi]	3128	3180
Total	**1471**	**5847**	**7318**

The impending reductions in state prison populations make it critically important that Contra Costa County be prepared to meet the needs of formerly incarcerated people and their communities. While 1 in 36 adults may be under correctional control, they are not evenly

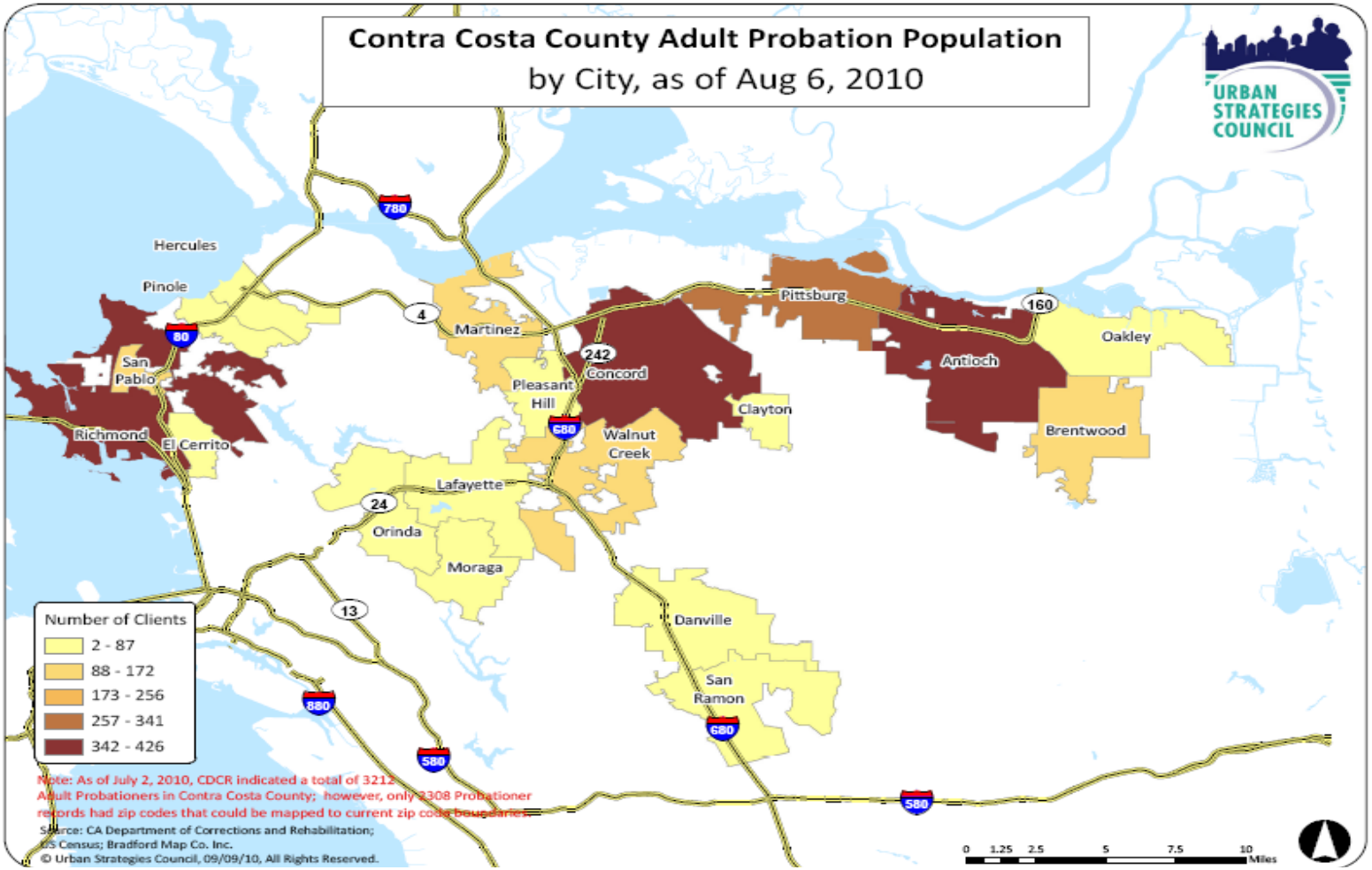
distributed throughout the county. High concentrations of formerly incarcerated people tend to live poor urban communities of color. In Contra Costa County cities such as Richmond, Pittsburg, Concord and Antioch are likely to have substantially higher densities of formerly incarcerated people than other parts of the county. The maps below illustrate how parolees and probationers are distributed across Contra Costa County (accompanying tables can be found beginning on page 68).

Figure 5: Adult Parolee Population 07/02/10



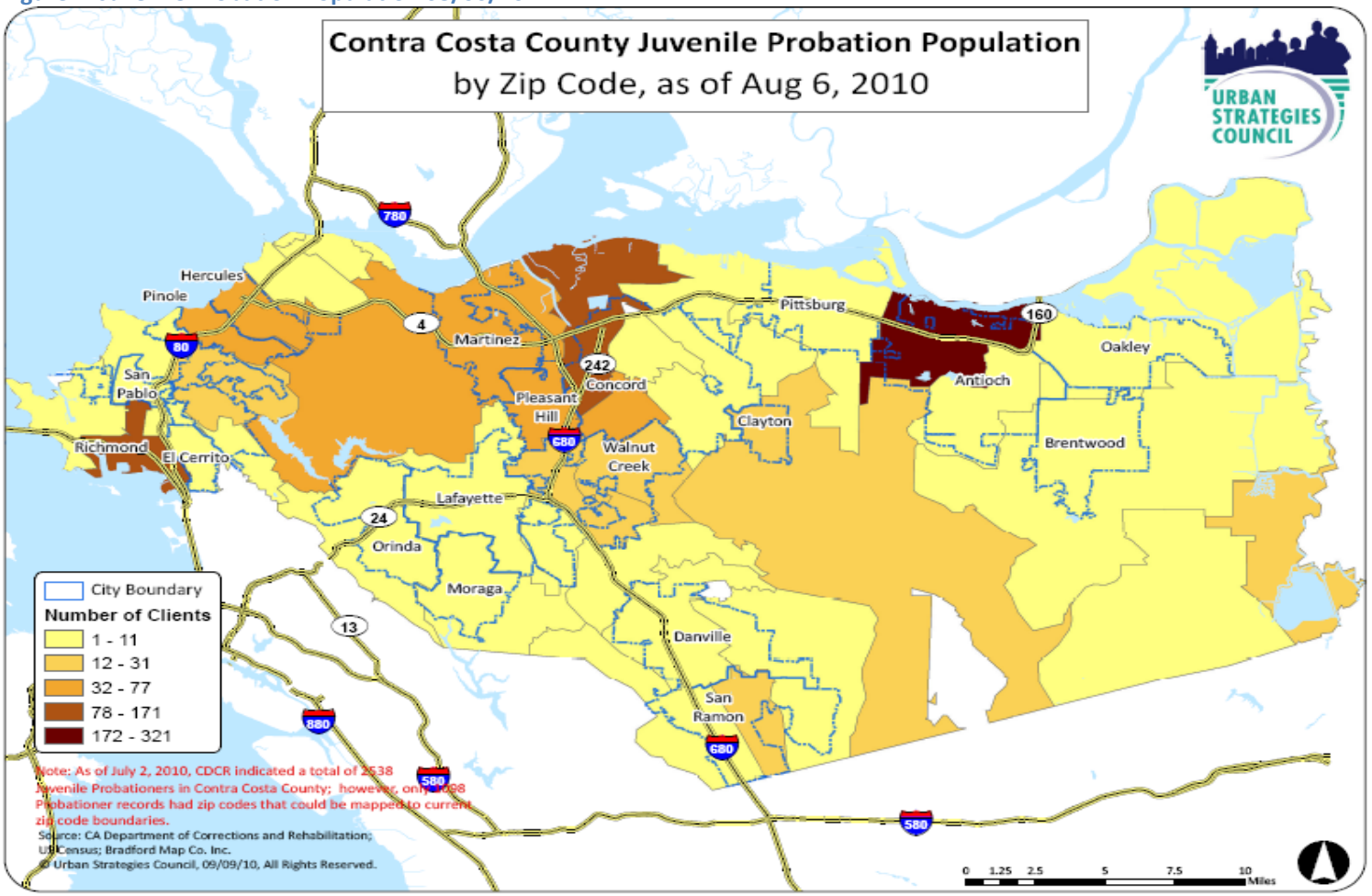
Accompanying table found in Appendix 1: Parolees by Zip Code 07/02/10

Figure 6: Adult Probation Population 08/06/10



Accompanying table found in Appendix 2: Adult Probationers by City 08/06/10

Figure 7: Juvenile Probation Population 08/06/10



Accompanying table found in Appendix 3: Juvenile Probationers by City 08/06/10

Upon release, the reentry population and the communities to which they return face a wide array of challenges. Table below summarizes some of the current research on the needs of formerly incarcerated adults the reentry population of Contra Costa County. As this table indicates, the reentry population is in need of health care, housing, employment, income, and a wide range of other services. Unfortunately, the communities to which they return are often the communities least capable of meeting these reintegration needs. Furthermore, CDCR and county jails do not provide many supports during the reentry process and, consequently, over half of all persons released from CDCR and return within 3 years of their release.[*] The flow of persons between these communities and prison and jails destabilizes the communities of return and also creates substantial barriers to providing ongoing health, employment, housing and educational services to a population in great need of these services.

Table 2: Adult Reentry Service Needs

Research Indicates:	**Among 4138 Adult Parolees and Probationers We Estimate That Approximately:**
Substance Abuse	
74% of parolees have a history of substance abuse.[7] Only 10% received treatment while incarcerated.[8]	3062 treatment spaces are needed
Employment	
60% of parolees are not in the labor market one year after release[9]	2482 job placements are needed
Housing	
Between 30% and 50% of parolees in San Francisco and Los Angeles are homeless[10]	Between 1241 and 2069 housing placements are needed
Health Services	
Around 16% of prisoners have a Hepatitis C infection	662 primary care slots are needed
Education	
41% of parolees and 31% of probationers lack a high school diploma or GED[11]	1696 adult education spaces are needed

[*]http://www.cdcr.ca.gov/Reports_Research/Offender_Information_Services_Branch/Annual/RECID3/Recid3d2005.pdf.

[7] *Bureau of Justice Statistics Special Report: Substance Abuse and Treatment, State and Federal Prisoners, 1997*.
[8] *Correctional Populations in the United States, 1997*.
[9] *Bureau of Justice Statistics Bulletin: HIV in Prisons 1997*.
[10] *Prevention Parole Failure Program: An Evaluation.*
[11] *Correctional Populations in the United States, 1997.*

Family Services	
55% of soon-to-be-release prisoners have children under the age of 18[12]	2274 parolees and probationers may need family counseling, support or reunification assistance

Recognizing these unprecedented levels of reentry, Contra Costa County began a process to establish a reentry system to address the needs of the formerly incarcerated and the communities to which they are returning. The Reentry Planning Initiative and this Strategic Plan are the first steps towards establishing such a system. Doing so requires building an infrastructure that can foster the level of coordination and collaboration necessary for supporting people as they reintegrate into our communities. By improving our reentry systems we will simultaneously improve the health and safety of our communities and Contra Costa County.

Contra Costa County Reentry Planning Initiative

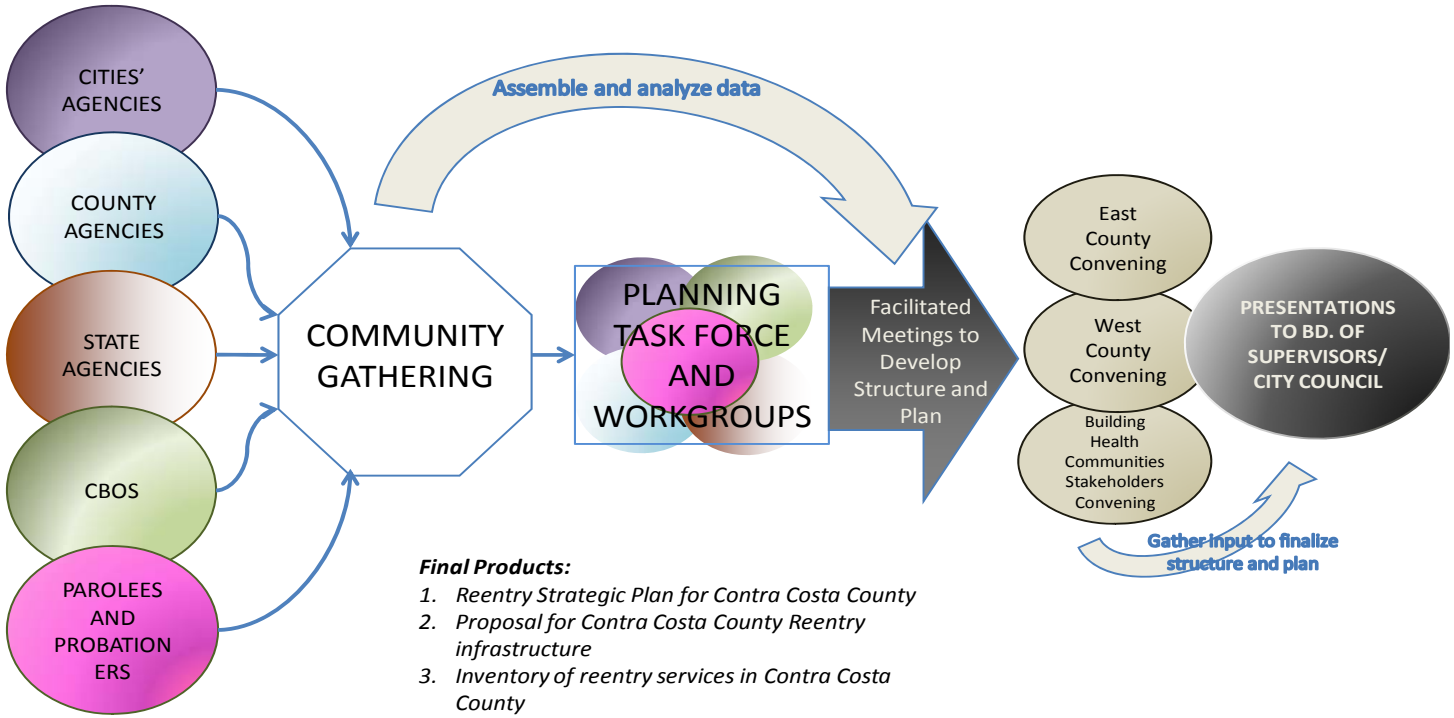
BACKGROUND

Interested in addressing the issues formerly incarcerated people face upon release, DeVone Boggan, Director of the Richmond Office of Neighborhood Safety (ONS) and Supervisors Federal Glover and John Gioia, Chair and Vice-Chair, respectively, of the Public Protection Committee of the Contra Costa Board of Supervisors, collaborated to establish the Contra Costa County Reentry Planning Initiative (Reentry Planning Initiative). The ONS secured funding from The California Endowment and hired the Urban Strategies Council (Council) and Ijichi Perkins & Associates (IPA) to facilitate a process to develop a reentry strategic plan to improve coordination and collaboration among reentry stakeholders and, ultimately, to improve outcomes for the formerly incarcerated residents of Contra Costa County. During the period from August 2009 through July 2010, the Initiative convened 14 meetings of approximately 200 stakeholders including county, city and state agencies, elected officials, service providers, formerly incarcerated individuals, community-based organizations and residents from across the county to gather input and advise on the strategic reentry plan.

The Reentry Planning Initiative consists of three distinct phases, two of which have been completed. These phases are described in the diagram and narrative below.

[12] *Bureau of Justice Statistics Bulletin: HIV in Prisons 1997.*

CONTRA COSTA COUNTY RE-ENTRY PLANNING PROCESS DIAGRAM



Final Products:

1. *Reentry Strategic Plan for Contra Costa County*
2. *Proposal for Contra Costa County Reentry infrastructure*
3. *Inventory of reentry services in Contra Costa County*
4. *Policy recommendations on reentry*
5. *Develop an implementation/action plan*

REENTRY PLANNING INITIATIVE START-UP (August – December 2009)

The first step in the planning process was to deliver a series of presentations on the proposed planning process to relevant committees and stakeholders across Contra Costa County. The consultants delivered presentations to the following bodies: 1) Contra Costa Public Protection Committee; 2) Supervisor John Gioia; 3) Supervisor Federal Glover; and 4) Contra Costa Civil Grand Jury. After obtaining the support of both supervisors, an executive committee was formed and began to plan for a kick-off event, which was held on September 30, 2009. At this event stakeholders were presented with an overview of the proposed planning process and offered the Executive Committee feedback. This event was also an opportunity for stakeholders to determine what, if any, involvement they wanted to have in the Reentry Planning Initiative. Following the kick-off event the executive committee incorporated the feedback and began planning for the first meeting of the Reentry Planning Initiative, which was held in January 2010. Three primary goals of the Reentry Planning Initiative were identified:

1. Develop a reentry strategic plan that includes policy recommendations
2. Develop a proposal for a reentry infrastructure
3. Conduct an initial inventory of reentry services in Contra Costa County

PLANNING TASK FORCE AND WORKGROUPS (January – July 2010)

The Reentry Planning Initiative consisted of three groups: (1) Planning Task Force (Task Force); (2) Infrastructure Workgroup; and (3) Programs and Services Workgroup.

The Task Force consists of 23 members from relevant county and city agencies, corrections officials, community/faith-based organizations and formerly incarcerated people (see Appendix 4). The workgroups were open to any interested individuals and groups, and Task Force members participated in at least one of the workgroups. The Task Force served as primary decision-making body while the workgroups developed content for the Task Force to review. The Reentry Planning Initiative met monthly as a whole, with the first part of the meeting devoted to the workgroups and the second part to the Task Force to review progress. Through this process the Task Force and the workgroups developed the comprehensive Reentry Strategic Plan for Contra Costa County.

When the Task Force first convened in January, the Department of Justice had just released the Request for Proposals (RFP) for the Second Chance Act which focused on improving reentry systems within local jurisdictions. Accordingly, the Task Force served as a platform for coordinating two countywide applications for Second Chance Act funding. There were two RFPs released: one available to public agencies and another available to community-based organizations. Each of these applicants (Probation Department and the Neighborhood House of North Richmond) conducted their respective internal application process and by working through the Task Force. They were able to develop their proposals collaboratively, thereby

presenting a coordinated, cohesive and well-organized set of applications to the Department of Justice. One of the primary requirements of the Second Chance Act is to have a comprehensive strategic plan. Using the probation department's existing juvenile justice strategic plan, the Task Force assisted in further developing that strategic plan, which serves as the foundation for this plan. During the development of the Second Chance Act proposals the Task Force was able to establish a vision for reentry in Contra Costa County that guided the design of a reentry system for the county. The table below describes the goals and objectives of the Reentry Planning Initiative meetings subsequent to the submission of the Second Chance Act application.

Table 4: Reentry Planning Initiative Outcome Matrix

	Meeting 1	Meetings 2 & 3	Meetings 4 & 5	Meeting 6
General Meeting Outcomes	1. Create Workgroups 2. Adopt Task Force Composition 3. Adopt Values and Mission Statement	1. Adoption of goals and objectives of Reentry Strategic Plan 2. Adoption of component parts 3. Adoption of ideal service provisions at each phase of reentry process	1. Adoption of performance measures	1. Adoption of final plan
Task Force - Strategic Planning sub-committee	4. Goals and Objectives for strategic plan	4. Final Outline of Reentry Strategic Plan 5. Overview of "Reentry in Contra Costa County"	2. Logic Model 3. Implementation Schedule 4. Performance Measures 5. Communications Strategy	
Workgroup - Infrastructure	5. Identify functions of reentry infrastructure 6. Identify existing bodies and the functions that they perform	6. Organizational chart of reentry infrastructure 7. Description of each component and process for coordination and communication	6. Develop Implementation Plan for establishing the proposed infrastructure 7. Identify performance measures for tracking progress	
Workgroup - Programs and Services	8. Description of program and service needs at each phase of reentry process	8. Develop process for data-driven prioritization of service and program needs (gap analysis) 9. Identify process	8. Develop implementation plan for ongoing prioritization of needs and professional development 9. Identify	

	Meeting 1	Meetings 2 & 3	Meetings 4 & 5	Meeting 6
		for networking and professional development to address priority needs	performance measures and benchmarks to track progress	

ADOPTION OF STRATEGIC PLAN (September – December 2010)

After the Task Force and workgroups have finished convening and developing the Reentry Strategic Plan, including the proposed reentry infrastructure, a series of meetings with directors of city and county agencies, community meetings and elected bodies will be held to obtain buy-in. During these meetings each county/city agency will have the opportunity to review the strategic plan and offer input. While most departments have done so through their representatives on the Task Force, this process will provide the directors with opportunity to review the strategic plan prior to any presentations to the Board of Supervisors or city councils. The audience at the community meetings will be determined after the vetting process with the various public agencies is complete. Minimally, the Reentry Planning Initiative's proposal will be presented to stakeholders and community members during meetings in West County and in East County. There also will be presentations to other stakeholder groups such as the Building Healthy Communities Planning Group. After the proposed plan has been reviewed with the community and county/city agencies it will be presented to Board of Supervisors and various city councils across the county.

Contra Costa Reentry and Reintegration Collaborative Strategic Plan

This strategic plan is the product of the Contra Costa Reentry Planning Initiative and will guide the work of the Contra Costa Reentry and Reintegration Collaborative (CCCRRC). This strategic plan functions as a living document that will consistently be updated and modified in order to reflect the current status of reentry in Contra Costa County. This plan has four parts: 1) Vision and Purpose; 2) Reentry System; 3) Program Recommendations; and 4) Implementation and Sustainability.

Part I: Vision and Purpose

In Part I of the strategic plan, the ideological framework and foundation for subsequent portions of the strategic plan are described. The vision, principles and goals presented below offer a long-term perspective on how reentry should operate within Contra Costa County. Accordingly, even as progress is made towards implementing the system (described in Part II) and this strategic plan is updated, the ideological framework will guide future developments.

Defining Reentry and Reintegration

Reentry and reintegration refer to both a philosophic approach to criminal justice and to a process of community reintegration. As a philosophy "reentry" refers to an approach to the criminal justice system (especially corrections) that works towards the successful reintegration of an individual from the point of adjudication within the system. Therefore, as a process, reentry begins at the time of adjudication and is completed when a person is successfully reintegrated back within their community. By focusing on community reintegration, reentry seeks to identify and meet the needs of the individual at each point of the process in a way that supports success in the community. Furthermore, this definition of reentry emphasizes the belief that a person who successfully completes the process is more capable of leading a productive, crime-free life than when they entered the criminal justice system.

Reentry and Reintegration is defined as a process, beginning at the time of arrest, which plans for and provides the necessary services and supports to enable the formerly incarcerated individual to reenter the community, achieve stability and successfully reintegrate back into family and community life and to complete probation and parole without being re-incarcerated.

The CCCRRC believes that the reentry process is comprised of five stages:

1. **Arrest and Adjudication**: the period from arrest through adjudication.

2. **Incarceration**: the period of time when an individual is incarcerated within an institution.
3. **Pre-Release**: the activities that occur inside the institution to prepare a person for release once a date of releases is known. Depending on the institution the timeframe for this stage may vary with some lasting no more than a few hours and others a few months.
4. **Release/Reentry**: the period of time beginning at release from the institution through the time at which the individual is stabilized back into the community.
5. **Reintegration**: the point during which a person is reintegrated within their community and is actively pursuing a path towards a healthy and productive life.

Vision, Mission and Values Statement

The following statements were developed and adopted by the CCCRRC during the Reentry Planning Initiative.

VISION STATEMENT

Individuals released from incarceration into communities in Contra Costa County will become part of an integrated and supportive service network comprised of community-based organizations, government and public agencies and the broader community. This network will jointly create a pathway for the successful reentry and reintegration of formerly incarcerated individuals back into the community.

MISSION STATEMENT

The CCCRRC's primary mission is to engage and support individuals, families, and communities in transitioning formerly incarcerated individuals to become active and impactful members of their communities. CCCRRC will accomplish this mission through the development and support of necessary public policy, public safety, community awareness and services.

Reentry services are part of a continuum that begins at the point an individual enters the justice system and continues through successful reintegration. Formerly incarcerated individuals and others directly affected by the criminal justice system are involved with the CCCRRC, providing input on prevention, service delivery, advocacy, and policy issues that encourage reintegration into the community and recidivism (see Appendix 7 beginning on page 76 for definitions of recidivism) reduction.

PRINCIPLES and VALUES

The CCCRRC is guided by the following principles and values:

- CCCRRC seeks to provide increased awareness about the value of formerly incarcerated individuals and their loved ones to their communities.
- Individuals are more likely to experience success when they are part of a supportive, integrated system.
- Reentry and reintegration transition begins while the individual is incarcerated.
- While leaving room for innovation, evidence-based practices are utilized when developing programs and policies.
- Collaboration, coordination, information, and communication are critical to the CCCRRC's success and sustainability.
- The good of the community comes before one's self and/or organizational interests.

Goals and Objectives

Clear and concise goals and objectives are an integral part of the Contra Costa Reentry Initiative. These goals and objectives focus on the efforts of the Initiative, increase its credibility with stakeholders, and provide critical tools for assessing the extent to which it is accomplishing its mission.

In terms of framing performance goals, objectives, and outcomes, the Initiative:

- Uses a holistic, systemic, and inclusive approach that involves federal, state and local government stakeholders, community organizations, advocates, the formerly incarcerated, and family and community members;
- Adopts strategies that draw on evidenced-based approaches and practices;
- Targets high- to moderate-risk probationers and parolees through the use of validated assessment tools;
- Emphasizes geographic areas from which a disproportionate number of formerly incarcerated people are drawn and return;
- Incorporates assessment and case management tools targeting continuous reentry planning, beginning at the point of admission to the criminal justice system, and working through pre- and post-release;
- Embraces a commitment to the continuous and appropriate delivery of drug treatment, medical care, job training and placement, educational services, cognitive behavioral therapy and/or other services essential to reentry; and
- Provides for independent evaluations of reentry programs using, when feasible, random assignment and controlled studies to determine effectiveness of programs and services offered.

In order for the Initiative to continuously improve its ability to meet the needs of reintegrating people into the community, reduce recidivism, and maintain public safety, it addresses a wide range of reentry-related issues including:

- Increased job training, placement, and employment opportunities;
- Increased educational opportunities;
- Reduced violations of conditions of supervised release;
- Increased payment of child support;
- Increased housing opportunities;
- Reduced drug and alcohol abuse through participation in substance abuse services;
- Increased participation in physical and mental health services;
- Increased financial literacy; and
- Increased family and community engagement in reentry.

These issues are addressed through program and service recommendations in Part III of this plan.

Part II: Reentry System

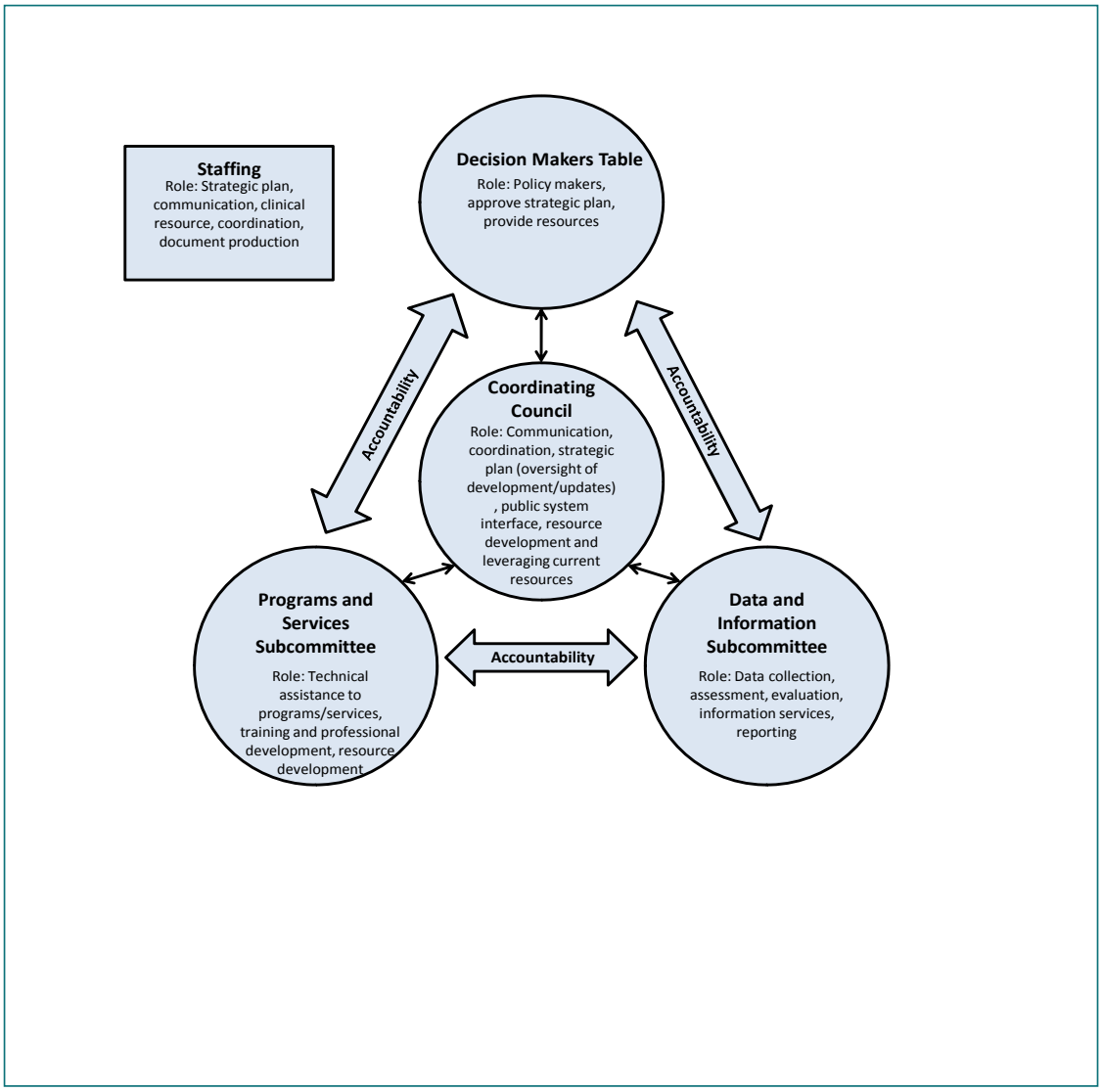
Part II describes the infrastructure that will be developed to achieve the goals and objectives of this strategic plan. This infrastructure builds on existing reentry efforts within Contra Costa County to establish a platform for improving communication and collaboration among reentry stakeholders. While effective in their own right, current reentry initiatives operate in relative isolation from one another. Disconnectedness leads to the inefficient use of resources and frequent duplication of effort. By establishing a more cohesive and centralized system for providing services, removing policy barriers, increasing community awareness and public safety, the CCCRRC remedies these inefficiencies and ultimately improves the lives of Contra Costa County's formerly incarcerated residents.

Part II also describes in greater detail the types of programs and services the infrastructure establishes, and the manner in which data and information are utilized within the CCCRRC. Improving the quality and quantity of services in a data driven manner and ensuring access to information on reentry throughout the county is a function that cannot be contained within a single committee. Accordingly, these two sections discuss how services, data and information operate within the entire CCCRRC infrastructure.

Infrastructure

Figure 8 below provides a diagrammatic overview of the CCCRRC. The infrastructure detailed in this diagram consists of a series of committees with a Coordinating Council serving as the centralizing body that unifies the other committees. As the subsequent tables indicate, great effort was taken to ensure that each committee was representative of the diverse stakeholders needed in order to perform their particular function and to improve reentry in Contra Costa County.

Figure 8: CCCRRC Infrastructure Diagram



Committee Descriptions

COORDINATING COUNCIL ON REENTRY

Functions	The Coordinating Council (Coordinating Council) is the hub of the CCCRRC. Information passes through the Coordinating Council (either formally or informally) and is disseminated to all other committees and stakeholders. Coordinating Council members include chairs of other CCCRRC committees, advisors to key decision-makers, public agency leadership, community-based organizations and service providers. The Coordinating Council discusses policy, program, data, and resource issues and serves as an advisory body to the Decision Makers Table. The Coordinating Council gathers information from the various subcommittees, community forums, and other county-specific initiatives to determine goals, objectives, initiatives, and/or activities to be undertaken by the CCCRRC. To maximize the Coordinating Council's expertise, time, and experience, each member will become or identify a lead expert on a specific issue related to reentry, such as housing, education, employment, health, substance abuse, or behavioral health, or has knowledge of a specific geographic area within the county. As needs arise, the lead expert researches community resources, to assemble community forums and/or existing or new task forces as necessary, and identifies promising practices to solve the identified problem. (Gap)As the most representative body the Coordinating Council will be responsible for establishing the operational policies of the CCCRRC. In doing so, the Coordinating Council will create a system of accountability among the various committees and all those involved with the CCCRRC. The Coordinating Council presents an annual "State of Affairs" (plan and strategies), as well as a six-month review, to the Decision Makers Table. Included in this report will be an assessment of the extent to which the various committees and members of the CCCRRC are performing their agreed upon role and their efficacy in doing so. Primary Functions: • Communication • Coordination between Programs & Services and Data & Information Subcommittees • Strategic plan (oversight of development/updates) • Public system interface • Resource development and leveraging	
Lead	TBD	
Staffing	TBD	
Participants	**CITY AGENCIES/LAW ENFORCEMENT**	
	City of Richmond, ONS	DeVone Boggan
	Sheriff's Department	Brian Kalinowski
	Richmond Police	Alec Griffin
	Antioch Police	John Vanderklaut
	Pittsburg Police	Steve Albanese
	COUNTY AGENCIES	

	County Administrator's Office	Tim Ewell
	Department of Health Services	Cynthia Belon Tiombe Mashama
	Probation Department	Paula Hernandez
	Public Defender	Robin Lipetzy
	Workforce Development	George Carter
	Employment & Human Services Department	As appointed
	Child Support Services	Caroline Kelly
	ELECTED OFFICIALS	
	Congressman G. Miller	As appointed
	Senator Loni Hancock	As appointed
	Senator Mark DeSaulnier	As appointed
	Supervisor John Gioia	As appointed
	Supervisor Federal Glover	As appointed
	Mayor's Conference Rep.	As appointed
	CALIFORNIA DEPARTMENT OF CORRECTIONS (CDCR)	
	Dwayne Cooks	
	SERVICE PROVIDERS/COMMUNITY-BASED ORGANIZATIONS	
	Rubicon Programs	Brian Hogan Eva Grenier
	RYSE Youth Center	Kim Aceves
	Bay Area Legal Aid	Adam Poe
	Neighborhood House of North Richmond	Barbara Becnel
	Contra Costa County Council on Homelessness	As appointed
	East Co. Reentry Collaborative	Megan Joseph Vernon Williams
		Sam Vaughn
	Contra Costa County College	Ken Reynolds
	Contra Costa County Council (Business)	Linda Best
Structure	Meetings	How Often: TBD (quarterly at a minimum) Where: Alternate between East and West County
	Communication	The Coordinating Council is the communication hub for the CCCRRC. Communication may be informal through one member of the Coordinating Council, who then reports to other members. The Coordinating Council also meets to hear input from other Council members. Formal communication between Coordinating Council members and other entities of the CCCRRC is managed by the Contra Costa County Administrator's Office.
	Meeting Goals	1. Agenda-setting regarding strategies to solve problems related to reentry (Annual State of Affairs and Mid-Year Progress Report)

		2. Oversight of implementation of strategic plan (assessment and evaluation) 3. Decisions regarding whether additional subcommittees are need to be assembled and shape agendas 4. Decisions regarding recommendations to be made to the Decision Makers Group 5. Input and updates from other CCCRRC partners 6. Identification of information needs and keeping abreast of the field
	Decision Making	All Coordinating Council members have equal voice and decisions are made using the Gradients of Agreement. If there is a party or parties who block the vote, a minority report may be included.

PROGRAM AND SERVICES SUBCOMMITTEE

Functions	• Technical assistance for programs and services • Training and professional development • Resource development for providers • Identify information needs • Inventory of current services • Best practices/research • Gaps/needs/assets analysis • Policy recommendations • Continuum of Care development	
Lead	Empact Institute and Rubicon Programs	
Staffing	TBD	
Participants	East County Provider Group West County Provider Group Greater Richmond Reentry Collaborative Contra Costa County Probation Department Police and Corrections Team	
Structure	Meetings	The Programs and Services Subcommittee will initially serve as a single subcommittee that performs the functions listed above. However, as the CCCRRC develops it may be necessary to develop workgroups around specific services (e.g., employment, housing). These workgroups would bring together stakeholders within these specific fields and could be established as needed (e.g., to develop a countywide application for funding) or become a permanent component of the CCCRRC. During the initial implementation phase the Programs and Services Subcommittee will bring together providers from the

		existing bodies listed above under "Participants." How Often: TBD Where: Rotating between organizations
	Communication	Designated representatives from this subcommittee sit on the Coordinating Council to act as liaisons between the two bodies. Staff also disseminates information between Programs and Services Subcommittee and Coordinating Council.
	Meeting Goals	1) Information, problem-solving and recommendations for presentation to the Coordinating Council 2) Planning and implementation of desired goals and outcomes from Coordinating Council
	Decision Making	Gradients of Agreement

DATA AND INFORMATION SUBCOMMITTEE

Functions	The Data and Information Subcommittee will bring together existing research and data related organizations with county and city agency analysts and data management staff. This subcommittee will produce regular reports and ensure that the CCCRRC and the broader community has access to the reentry related data and information that they need. • Identify information needs • Data collection • Assessment • Evaluation • Information Services • Reporting • Maintain website • Best practices/research	
Lead	TBD	
Staffing	TBD	
Participants		Further the Work Homebase Empact Institute Williams Group
Structure	Meetings	As directed by the Coordinating Council
	Agenda Items	1. Identify information needs 2. Information management 3. Assessment of programs/ services regarding best practices

		4. Review of reentry data (county and state) 5. Success stories 6. Public information: share with municipal leaders, media, local community organizations, county – more than statistics
	Communication	The Information Services Subcommittee communicates with the Coordinating Council through a designated representative.
	Meeting Goals	
	Decision-Making	Gradients of Agreement

DECISION MAKERS TABLE

Functions	The Decision Makers Table initiates legislation and policy, and commits resources and other support for the goals, objectives, and activities proposed by the Coordinating Council to improve the lives of those affected by reentry services. The Decision Makers Table approves an annual reentry plan and conducts a mid-year review to determine progress on the plan and to identify policy and resource needs.	
Lead	TBD	
Staffing	TBD	
Participants	U.S. Congressional Representatives	George Miller
	State Senate and Assembly Representatives	Mark DeSaulnier Loni Hancock
	Contra Costa County Public Protection Committee	Federal Glover John Gioia
	County Department Chiefs	Health Probation Workforce and Training Social Services
Structure	Meetings	Semiannually
	Communication	TBD
	Meeting Goals	TBD
	Decision Making	Gradients of Agreement

II.E. STAFFING

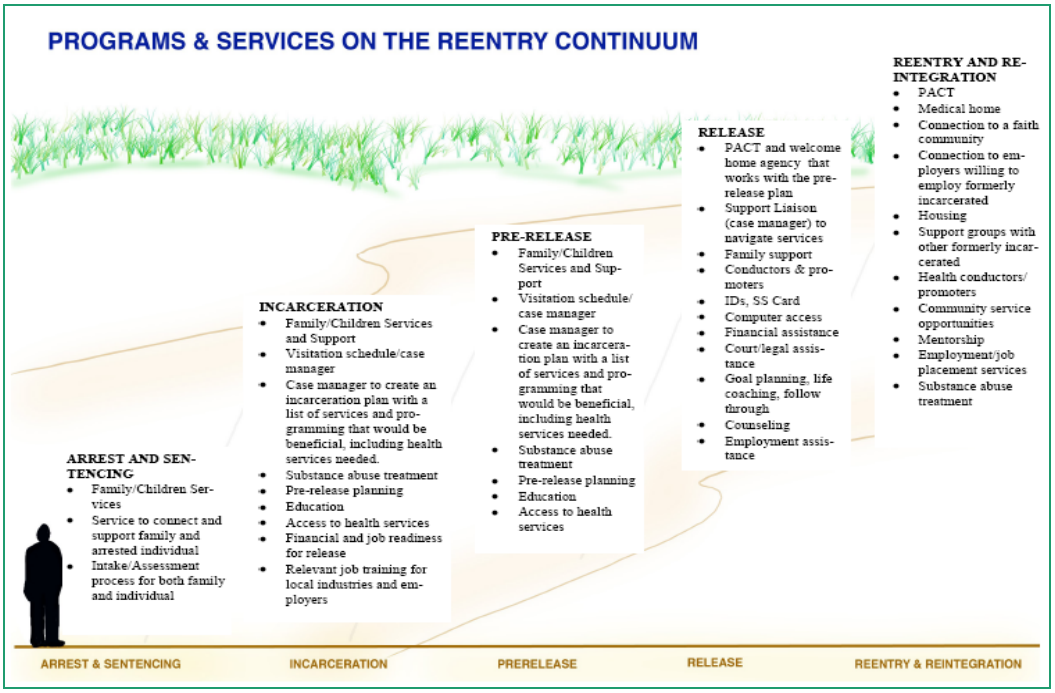
Functions	Ongoing staffing for the CCCRRC is critical to the success and sustainability of the collaborative. Staffing functions include: • Coordinate and document meetings of the CCCRRC and subcommittees • Distribute reports and notes to CCCRRC members

	• Communicate information needs to subcommittees • Write strategic plan and updates • Communicate with Decision Makers • Maintain CCCRRC website	
Lead	TBD	
Staffing	TBD, currently pursing funding to support a dedicated staff member for the CCCRRC	
Structure	Meetings	TBD
	Communication	TBD
	Meeting Goals	TBD
	Decision-Making	Gradients of Agreement

Programs and Services

During the Reentry Planning Initiative the Programs and Services Workgroup developed an ideal set of services that the CCCRRC should strive to provide at each point along the reentry continuum. These services are shown in Figure 9 below.

Figure 9: Services on the Reentry Continuum



This ideal set of services is a template for conducting an ongoing supply and demand analysis and for offering professional development trainings to service providers. The purpose of conducting a supply and demand analysis is to identify potential gaps or areas of need, where the demand for a particular service outweighs the supply of that service. The Programs and Services Subcommittee and the Data and Information Subcommittee are jointly responsible for conducting these analyses. Doing so will also require cooperation from CDCR Division of Parole and the Probation Department to ensure access to current information on the number of people under the supervision of their respective agencies. Ideally, the CCCRRC obtains access to individual level assessment data pre-release to gauge the level of demand for services. Until such data are available, the Data and Information Subcommittee will gather current prevalence data on the needs of the reentry population similar to those presented in the "Statement of Need" in this strategic plan.

The Programs and Services Subcommittee provides technical assistance and professional development opportunities to providers across the county. The ideal set of services and the supply and demand analysis provides the Programs and Services Subcommittee with the information they need to ensure that trainings are relevant. In determining the type of trainings to offer, the Programs and Services Subcommittee balances the identified gaps in services with the need to continually improve existing services. A specific process has not yet been developed for making this determination, but the provision of professional development and technical assistance coincides with the overall focus of the CCCRRC. The Programs and Services Subcommittee will work closely with the Coordinating Council to ensure this level of coordination.

Data and Information

One of the many challenges to developing a successful reentry system is ensuring access to data and information that is current, accurate, and relevant to a variety of audiences. By incorporating the use of data and information into its design, the CCCRRC ensures that this reentry system is data driven and that this information is made available to those interested in reentry. The CCCRRC has three primary objectives related to data and information: 1) to conduct ongoing analyses to monitor performance and identify areas of need; 2) to improve service providers' use of data and evidence-based practices within their work; and 3) to make current information about reentry available to the general public.

The Data and Information Subcommittee is responsible for the various analyses and data collection associated with the CCCRRC. Below is an initial list of these types of analyses and the data associated with each:

1. *Quarterly summaries of the reentry population* in Contra Costa County, including maps of the geographic distribution. The following data should be obtained for parolees and probation, ideally on an individual level, but at least by zip code:
    a. Level of supervision

b. Race/Ethnicity
c. Age
d. Gender
e. Offense type

2. *Supply and demand analysis to* examine the existing supply of services and compare it to the demand for services among the reentry population. This analysis requires gathering the following data and information:
    a. Inventory of reentry service providers by service area, ideally with an estimate of current capacity
    b. Individual assessment data of parolees and probationers. If unavailable, current research on the service needs of formerly incarcerated people at the smallest, most specific geographic level possible.

3. *Program evaluations and assessments.* The Data and Information Subcommittee either conducts program evaluations of reentry programs or uses these programs' existing evaluations to determine performance and progress. These evaluations will be used to monitor the efficacy of services and to identify areas of need for capacity building, professional development training or service innovation. In order to conduct these analyses the following data and information are required:
    a. A set of performance standards for providers by service area that reflects local and national benchmarks (e.g., what is a realistic expectation for how many formerly incarcerated people an employment program should be able to place into jobs)
    b. Data from providers on these performance standards

4. *Research on promising practices within reentry programming.* The Data and Information Subcommittee serves as a clearinghouse for this information and, using the established performance standards, determines which promising practices the CCCRRC should consider implementing. This process requires an ongoing effort by all committees within the CCCRRC to identify promising practices and submit them to the Data and Information Subcommittee for further review.

The CCCRRC works with providers to ensure that these analyses are incorporated into their operations in ways that enable them to be more effective. Working collaboratively, the Data and Information Subcommittee and the Programs and Services Subcommittee offer technical assistance to providers interested in improving their use of data and information. These trainings will be based on an assessment of current data and information needs of service providers and, depending on funding, could even be tailored to meet the needs of a specific provider. By establishing a set of performance standards, those providers that have already embedded the use of data into their service provision will be capable of measuring their performance against a common benchmark in order to identify their strengths and areas in need of improvement.

Finally, the CCCRRC ensures that data and information on reentry in Contra Costa County is made available to the general public. This information includes the supply demand analysis, any program evaluations that providers are willing to make public, reports on reentry from the Probation Department and CDCR, as well as local and national research. The CCCRRC website (www.cocoreentry.org) serves as a centralized location for this information on reentry in Contra Costa County. There will also be a list-serve that interested parties can join to have new information and updates sent to them.

Communications Strategy

The Coordinating Council takes responsibility for promoting the work of the CCCRRC and for establishing a comprehensive communications strategy. The long-term sustainability of the CCCRRC will require ongoing resource development to support the recommendations included in this strategic plan. Increasing the visibility of the CCCRRC's accomplishments among philanthropic institutions, residents and within public agencies will improve the CCCRRC's ability to cultivate these resources. This promotion is part of a broader communications strategy aimed at increasing community understanding of the challenges and opportunities reentry poses to formerly incarcerated people, their families and their communities. The Coordinating Council initially utilizes the networks of existing members to promote the work of the CCCRRC (e.g., mass emails sent through providers, and elected officials). Depending on resources, the Coordinating Council may seek out the services of a communications firm familiar with social marketing to develop a framework for promoting their communications strategy.

Part III: Program Recommendations

In Part III of this strategic plan, the goals and objectives of the CCCRRC are further developed into specific programmatic recommendations around 10 key reentry services: Education/Computer Literacy; Financial Services; Employment; Mental Health; Substance Abuse; Health; Family Reunification; Mentoring/Community Engagement; Housing; and Legal Services. Reentry Planning Task Force members developed these recommendations in small groups comprised of representatives from county/city agencies, community-based organizations, elected officials and other stakeholders engaged in the process. Each of these small groups worked with the leadership from their various organizations and agencies to ensure that the recommendations coincided with the overall vision of that particular agency. While these recommendations describe a new direction for the provision of reentry services in Contra Costa County, they remain firmly rooted in the existing efforts of public agencies and community-based organizations to provide services to all Contra Costa County residents in need.

Each set of recommendations has its particularities; however, there is a great deal of similarity in the approach to service delivery. Almost uniformly these recommendations describe a reentry system that includes the activities listed below and have been placed within the reentry process. The procedural nature of many of these recommendations indicates that the impact of their attainment will improve service delivery within any sector be it housing, health care or employment. In addition, there were a number of programmatic recommendations that cut across multiple service sectors but did not fit neatly within any particular point in the reentry process. These cross-cutting program recommendations have also been extracted from their service sector and can be found below.

System-Wide Recommendations

Reentry Process Recommendations

1. *Sentencing:* Incorporate a risk and needs assessment requirement throughout the criminal justice process beginning with sentencing:
    - Conduct risk and needs assessment prior to sentencing and provide results of assessment to judge.
    - Coordinate assessment tools with those currently in use at the institution.
    - Based on needs assessment, identify mandatory participation in particular services as a condition of incarceration in either state prison and/or county jail.
2. *Incarceration:* Utilize incarceration as an opportunity for inmates to address individual needs, increase human and social capital, and to begin establishing connections with positive social networks so that they may develop a genuine personal desire to make use of available services for personal change:
    - Begin service delivery by community-based providers immediately upon incarceration with pre-release planning beginning a minimum of 120 days prior to release whenever possible.
    - Implement programming during incarceration that builds a positive values system and allows prisoner to maintain and/or repair social relationships with family and friends.
    - Increase partnerships and participation of community-based service providers in offering services to individuals during incarceration.
3. *Pre-Release:* Establish and formalize a pre-release planning process to identify service needs and, prior to release, connect prisoners with community-based service providers:
    - Develop a format for the pre-release plan that addresses the immediate issues facing the individual and is capable of being completed.
    - Begin enrollment in eligible public benefits a minimum of 90 days prior to release whenever possible.
        - Implement a Pre-Release Agreement between county jail and Social Security Administration so inmates can apply for SSI/SSDI while

incarcerated.

- Work with the Department of Motor Vehicles to get IDs for inmates before they are released.

4. *Release:* Develop a system for providing transitional services to connect the formerly incarcerated with positive social networks that were established prior to release.
5. *Reentry:* Build/support a full continuum for the provision of particular services (e.g., employment, housing, health):
    - Establish a collaborative and assessment driven approach to criminal justice supervision that can adapt and respond to the community integration process in ways that support the long-term stability of the formerly incarcerated individual.
    - Pursue and implement a county "Ban the Box" policy to remove the question about criminal records from county employment applications except for certain identified sensitive positions in public safety and children's services or as determined by the agency. Background checks will not be conducted until the final hiring stage. The county will require its local government contractors or private vendors to implement this hiring practice. In addition, the county will create mechanisms to encourage cities and employers within Contra Costa County to implement this policy.

Service Delivery System Recommendations

1. Develop a service delivery system that has the capacity and supply of services to meet the needs of the formerly incarcerated.
2. Establish professional development requirements for service providers who receive funding through the Richmond and Contra Costa County Workforce Investment Boards.
3. *Youth Specific:* Provide training opportunities for parole, probation and municipal police departments that address best practices on how to work with the at-risk youth population.

Statement of Problem

Individuals transitioning out of the criminal justice system need to improve their basic education, computer literacy skills, and access to continuing career path (college education) in order to more effectively access information in a 21st century environment, reduce recidivism rates, and become productive members of society.

Program Recommendations

Education and Computer Literacy

1. Offer targeted remedial and supportive educational programs to boost basic skill proficiency levels among formerly incarcerated individuals.
2. Provide and expand in-person computer skills training programs for formerly incarcerated individuals both inside correctional/detention facilities and in

the community. This expansion includes, but is not limited to, RPAL, West County Detention's IT Training Program, the Stride Center and other computer literacy programs. These programs are supported with web-based training programs in the community as well.

3. Provide access to college level courses (during and after incarceration), financial aid, and support services (EOPS, DSPS, tutoring, counseling, ex-offender programs).
4. Offer supportive programs to prepare formerly incarcerated individuals for the necessary discipline and focus required for long-term commitment to educational goals such as completion of the G.E.D.

Financial Literacy and Services

Statement of Problem

Without a basic understanding of critical day-to-day financial issues, formerly incarcerated individuals are less likely to experience success in transitioning toward independence.

1. Provide basic financial literacy skills training to formerly incarcerated individuals who leave custody and access services through the CCCRRC.
2. Provide formerly incarcerated individuals with access to financial support tools, including public benefits, supportive services, and individual development accounts (IDAs) to help individuals begin to stabilize their financial situations.
3. Conduct targeted outreach to the reentry population for free tax preparation assistance to help them access Earned Income Tax Credit.
4. Offer credit-counseling/credit-repair.
5. Connect individuals with bank accounts to avoid check cashing outlets.
6. Provide budgeting classes/counseling.

Employment

Statement of Problem

Formerly incarcerated people experience extraordinarily high rates of unemployment, with some research indicating the unemployment rate among California parolees after one year can be as high as 90%. Formerly incarcerated people frequently face tremendous barriers in obtaining employment, including employer discrimination, lack of job history/skills, and education. However, employment is critical to successfully reintegrating into the community after incarceration and must be a critical component of any effort to improve the lives of formerly incarcerated people in Contra Costa County.

1. Develop targeted services and programs to increase the employment rate of formerly incarcerated individuals. Specifically, develop support for workforce services that address the impact that a criminal record has on access to employment opportunities.
2. Expand the number and range of supported/subsidized work experience programs for formerly incarcerated individuals.
3. Develop and enhance job-specific training and certification programs during incarceration.
4. Develop and enhance paid training programs/transitional employment in multiple sectors, targeting individuals recently released from incarceration.
5. Evaluate the county's hiring procedures and adopt the specific Equal Employment Opportunity Commission (EEOC) criteria that reflect minimum federal requirements under Title VII of the Civil Rights Act of 1964 in evaluating criminal records for employment.
6. Develop and implement a county "Ban the Box" policy to remove the question about criminal records from county employment applications during the initial application stage of the hiring process except for certain identified sensitive positions in public safety and children's services or as determined by the agency. Policies vary across jurisdictions but have some of the following elements:
    - delete the criminal background question from initial application;
    - ensure that federal law, which requires that a conviction be "substantially related" to job responsibilities, is enforced;
    - perform a background check once the candidate is selected or determined to be a serious prospect;
    - identify all positions for which background checks will be conducted due to the nexus between offenses and job duties, or as required by law;
    - consider the gravity of the offense, the age of the candidate at the time of the offense, and how much time has elapsed since the conviction and the application;
    - the right of the applicant to be notified that they were disqualified because of information in the background check and the right of the applicant to correct information and appeal the decision. Candidates for jobs with conviction restrictions can be notified of such restrictions in position announcements; and
    - apply the policy to county/city vendors and contractors. For examples of "Ban the Box" policies, please visit the National Employment Law Project website: http://www.nelp.org/index.php/content/content_issues/category/criminal_records_and_employment/. For a "Q and A" on the policy, please visit: http://www.crmintegrators.com/transformationnetwork/Advocacy/tabid/71/Default.aspx.

    Comment [bb3]: Ban the Box
7. Outreach to businesses/employers to encourage use of available financial incentives for hiring people with criminal records, such as the Work Opportunity Credit and Federal Bonding Program. Increase the use of WOTC and federal bonding by local employers, especially government contractors or private vendors.

8. Create an efficient process for accessing employment history records during incarceration from CDCR, county detention system and juvenile hall.

Objectives

1. Increase the employment rate of formerly incarcerated individuals by 30% within one year of release from custody.
2. Provide at least 50 additional supported/subsidized employment slots for formerly incarcerated individuals in Contra Costa County.
3. Increase the number of formerly incarcerated people employed by county agencies and county contractors by 10%.

Statement of Problem

Pursuant to Title 15, Section 3610, the California Department of Corrections and Rehabilitation (CDCR) is required to provide outpatient mental health services through community based Parole Outpatient Clinics (POC) under their direction. These POCs were established and funded by the State in the late 1990s as part of a major effort to provide needed services for a successful transition. A request by the California Mental Health Directors Association to be their provider was denied at that time. This action resulted in county mental health systems having no funding or jurisdiction for parolees in our community. Any outpatient services the Contra Costa County Mental Health Division would provide must be paid with County General Fund dollars.

Mental Health

1. Identify parolees/probationers with mental health issues prior to release.
2. Develop a seamless transition into mental health services from county jail and state prison.
3. Implement a process for obtaining/transferring complete medical records prior to release.
4. Implement a process for developing a case conference/treatment plan with affected departments/agencies prior to release.
5. Schedule an intake appointment prior to release to occur within the first week of release.

6. Incorporate mental health status exam into assessment, and involve Behavioral Court, if appropriate, to inform where youth will be sentenced to (e.g., Mental Health Module of the county jail).
7. If a youth is a mental health services consumer, connect him/her to the Contra Costa County Mental Health Services Act (MHSA) Transition Age Youth (TAY) program. A social worker can begin meeting with the youth while incarcerated and can assist with the transition from incarceration into the community.

Substance Abuse

Statement of Problem

As of December 31, 2008, 1,883 Contra Costa County residents were in CDCR state facilities. Also in 2008, 1,927 felons were paroled and re-paroled in Contra Costa County- 29% (558) on first parole and 71% (1,369) on re-parole, indicating a high level of recidivism. Of all parolees, 94% (1,811) were male.[vii] In 2008, 26.7% of new male felon admissions were for drug-related crimes, and 32.5% of felon parole violators returned with a new term for drug crimes.[viii] Recidivism is especially high among parolees whose principal commitment was for a drug crime. CDCR reports that 40.2% (27,720) of felons first released to parole in 2006 were returned to prison within one year and 62.3% (36,136) within two years.[ix] Of those who returned to prison, nearly a third (31%) were originally committed for drug crimes.

Moreover, data collected through the county's Proposition 36 program and Drug Court program suggests that for the majority of users, methamphetamine is the first drug of choice (45.5% of Drug Court participants and 60.62% of Proposition 36 participants) followed by cocaine/crack (24.2% and 17.5% respectively). Data collected through Alcohol and Other Drugs Services (AODS) Management Information Systems in FY 2008-09 indicate that AODS clients with criminal histories are similar to Proposition 36 and Drug Court clients in their drug of choice. In FY 2008-09, AODS served 1,135 unduplicated clients with criminal justice histories, which constituted 26% of all clients served, and an additional 608 clients who were on probation or parole. Overall, 68% of AODS clients received a positive discharge. Fifty-eight percent of criminal justice clients and 71% of non-criminal justice clients received a positive discharge. Methamphetamine was the primary AODS problem at admission (52%), followed by cocaine/crack (16%) and heroin (12%). Nine percent of the people presented with problems related to marijuana. Additionally, AODS records show that substance abusing populations with criminal histories are geographically concentrated in four towns: Richmond and San Pablo on the west side of the county, and Antioch and Pittsburg on the east side of the county.

Inmates in San Quentin are at a particular disadvantage because the CDCR Division of Addiction and Recovery Services (DARS) has never offered substance abuse treatment in that facility. The only substance abuse treatment available is an unfunded internal program, Addiction Recovery

Counseling (ARC). The program is supported by volunteers from Support4Recovery, and staffed by inmates. The inmates, who are trained and certified California Association of Alcoholism and Drug Abuse Counselors (CAADAC), provide in-house assessment, treatment and counseling services. Unlike San Quentin, some county jails still offer very limited substance abuse classes and faith-based/volunteer-driven 12-step groups visit the institutions; however, this does not equate to treatment.

It is extremely difficult for prisoners with substance abuse problems to transition back to the community successfully. Achieving and maintaining recovery from addiction to alcohol or drugs is difficult for all substance abusers, but is especially challenging for people as they move from a controlled environment to an environment where drugs and alcohol are readily available. Their problems are compounded by challenges all people face when they return to the community—physical and mental health, reuniting with family, finding and keeping a job, and locating affordable housing.

Given high recidivism rates, prisoner reentry presents a public safety dilemma. Most returning prisoners have extensive criminal histories, and many are reconvicted or rearrested for new crimes. One study estimates that recent prison releases account for about one-fifth of all adult arrests made by police.[x] Those with substance use histories and who engage in substance use after release are at a high risk to recidivate.

Transition Age Youth (TAY) AOD Services

Although within the AOD system of care, services and funding are not strictly categorized for this population, during the FY 2008-09 the total number of admissions for individuals ages 18-25 was 621, of those, 254 were East County residents. Conversely, in FY 2009-10 there were 523 admissions for the same population, and 227 were East County residents. While the highest number of admissions occurred within detoxification services, treatment was also provided through other modalities including outpatient, methadone, and residential. Furthermore, AODS provided treatment to a significant number of 18-20 youth at Juvenile Hall (Youthful Offender Treatment Program) and at Byron Boy's Ranch. During the FY 2009-10, 42,115 bed days were utilized by this population (18-25). Of this amount, 20,133 of those bed days were exclusively in East County primarily through contracts with community-based organizations such as Diablo Valley Ranch, East County Center for Women, Sunrise House, and Wollam.

1. Improve the coordination of and access to available alcohol and other drugs services for the reentry population with other divisions/programs in health services including Public Health, Mental Health and Homeless Services, along with Employment and Human Services. In this way, we can promote full recovery, reduce recidivism and support self-sufficiency among clients.
2. Early identification of substance-abusing prisoners scheduled to return to Contra Costa County, supporting early and active transition planning 3 months prior to release.

3. Develop an effective and regular system of communication between ARC counselors and AODS.
4. Provide technical support to ARC counselors to ensure that prisoners suffering from substance abuse or co-occurring mental health and substance disorders receive an integrated approach to treatment during and after incarceration as determined by AOD assessment.
5. Coordinate the development of the pre-release substance abuse assessments with ARC counselors to identify clients in need of extensive services to support recovery and full reintegration into their communities.
6. Ensure that ARC counselors incorporate conditions of parole into clients' transition plans.
7. Assess clients' eligibility for public benefits. Begin the application process for any federal or state programs for which the client will be eligible upon release (such as SSI, SSDI, Medicaid) and for identification cards to reduce the time required for reinstatement of eligible services, including veteran's benefits.
8. Coordinate with the local Veterans Service Officer (VSO) to maximize resources for those who might be eligible.
9. Determine the most appropriate level of care after release, based on AOD assessment and clients' response to treatment while incarcerated.
10. Develop a system to connect formerly incarcerated individuals with positive social networks prior to release, including BASN (Bay Area Services Network), Support4Recovery, and 12-Step groups.
11. Ensure that ARC counselors keep up-to-date information about 12-step groups in Contra Costa County for effective referrals.
12. Address immediate issues prior to release that could prevent successful reentry such as substance abuse treatment, lack of medication, housing, etc.
13. Identify in the pre-release plan, family or social networks on the outside that can support successful reentry.
14. If awarded, implement SAMSHA's (Substance Abuse and Mental Health Services Administration) Offender Reentry Program based on peer-based, countywide collaboration of community-based substance abuse and case management to San Quentin prisoners returning to the county.
15. Active referral of clients to the Brighter Beginnings' PAPAS (Promoting Awareness in Parental Accountability and Success) program for family reunification services. The PAPAS program for fathers takes a family-centered approach that builds on family and individual assets. Referrals will be made as needed to other existing programs that can support successful reentry.

Health

Statement of Problem

Reentrants can enter the health services delivery system in a number of ways and as CDCR continues to find strategies for early release, the need for a coordinated approach is critical.

A major area of concern, because it has the potential for costing counties enormous general fund dollars, relates to when Medi-Cal applications are initiated. An MOU (Memorandum of Understanding) dated April 1, 2009 between the California Department of Health Care Services (CDHS) and the California Department of Corrections and Rehabilitation (CDCR) makes it very clear that the process must begin while the inmate is still in prison and provides specific guidelines for when to begin the application, how to notify local welfare departments and what documents the local welfare departments are to be given. Adherence to this MOU is critical to ensuring continuity of care from the prison system to the county and an appropriate source of reimbursement for care. Medi-Cal is the primary source of reimbursement for persons with long-term, disabling medical conditions and contributes a significant portion of payment for acute and outpatient services for persons with mental disabilities. Given the budget deficit experienced by many counties, it would benefit the reentrants and the county if Medi-Cal eligibility is established prior to release.

Our concern is that to date, Contra Costa County's Employment and Human Services Department has not received any Medi-Cal applications for inmates or wards prior to their release. We assume that is not because there haven't been inmates returning to Contra Costa County who should have been referred to our local welfare department. It appears that CDCR has not implemented the MOU.

Another source of potential revenue is through SSI for reentrants who are permanently disabled. When appropriate, an application for SSI should also be initiated for inmates with disabilities who are scheduled for release. The corresponding medical and mental health and substance abuse records should be forwarded to the county contact to assist in expediting the establishment of benefits. This process will facilitate placement, improve continuity of care and provide revenue for the counties.

There is some confusion about the definition of "legal residence" and whether the reentrant is to be released to the place where the crime was committed or the last place the inmate lived before incarceration. This is a significant issue related to reimbursement because Medi-Cal is managed by the county of residence and confusion about this issue can cause parolees to experience barriers to health care and county facilities to experience barriers to reimbursement from managed care plans operating outside their county borders. When the prison begins the Medi-Cal application process, the county where the inmate indicates they want to reside should be considered the county of residence so the county can receive Medi-Cal reimbursement.

One specialized population of concern is pregnant women and teen and Health Services' Lift Every Voice Program (LEV) provides outreach and case management services to incarcerated pregnant women and teens prior to release from the county detention facility and juvenile hall. Upon release LEV assists women with accessing Medi-Cal insurance, prenatal care and continues to provide case management services, linking women with community resources and other home visiting programs for ongoing support. LEV is a unique public health approach to reaching hard-to-reach populations requiring complex array of services and strategies to ensure that they are successful parents and make healthy and positive choices. LEV has served women throughout Contra Costa County since 2005.

1. Develop a coordinated mechanism for providing reentrants with needed health services.
2. Ensure that reimbursement mechanisms for covering the cost of health care are established and that MOUs and policy related to this are implemented.
3. Establish an internal committee to coordinate mental health, health and substance abuse issues.
4. Develop formal systems for handling reentrants' health, mental health and substance abuse needs.
5. Advocate with CDCR and CDPH to implement the Medi-Cal MOU.
6. Advocate with CDCR to obtain medical, mental health and substance abuse records to provide continuity of care and expedite establishment of benefits.
7. Advocate for clarification of the definition of "legal residence".

Mentoring/Community Engagement

Statement of Problem

Unfortunately, Contra Costa County, like many communities, is simply not organized in a way to facilitate effective transitions from prisoner to productive member of society. This is unfortunate and costly to the county, given the number of obstacles to successful reentry is high. Many of the obstacles to effective reentry are the same factors that contributed to the individual's involvement in crime in the first place (and for which the offender likely did not receive adequate treatment while incarcerated). Formerly incarcerated individuals can reach their full potential through self-development, utilization of community resources, and hard work. Effective reentry can be achieved by facilitating structured, group and/or one-one-one relationships, or partnerships that focuses on the needs of mentored participants.

1. Incorporate a consultation with youth social worker, advocate or mentor (if possible) into sentencing decision in order to gather valuable psychosocial information on youth.

2. Promote mentoring as a viable opportunity of support for formerly incarcerated individuals returning to Contra Costa County.

3. Create a task force dedicated to exploring structured mentoring opportunities/practices specific to addressing the needs of formerly incarcerated individuals.

4. Identify promising strategies/evidence-based models and best practices of mentoring that have demonstrated success in serving those who are formerly incarcerated.

5. Select and support the development of successful mentoring strategies/programs that are designed specifically to serve the formerly incarcerated.

6. Identify and obtain financial support to develop, evaluate and sustain mentoring efforts that address the needs of the formerly incarcerated.

7. Develop structured mentoring program as a strategy to develop active community partnerships.

8. Develop and staff a structured mentoring program that fosters caring and supportive relationships for those identified as formerly incarcerated who desire to have a community mentor, and encourages individuals to develop to his or her fullest potential and create a vision for his or her own future.

9. Implement the program with operating procedures and standards for mentor and participant that include recruitment, screening, training, matching, monitoring and support, match closure and evaluation strategies based on the latest mentoring research and evidence from experienced mentoring practitioners.

Housing

Statement of Problem

It is estimated that the county will need 1,241-2,069 housing placements to meet the needs of the reentry population. Housing can be difficult to secure upon release from prison or jail. Many people reentering the community will seek housing with family and/or friends and others will be left to find housing on their own. Various laws place restrictions on housing because certain convictions can prevent people from living in certain neighborhoods or in certain types of housing (e.g., public housing). Consequently, the county must provide the necessary resources to make sure that all those reentering will not become homeless.

1. Ensure housing-focused discharge planning prior to release:
    - Increase capacity to connect inmates to housing prior to release.
    - Develop system for identifying housing needs while people are incarcerated.
    - Conduct an exit planning meeting with youth prior to release that provides youth with both verbal and written materials identifying community-based agencies

that can assist youth upon release.

- If youth will be exiting to county Homeless Programs Youth Continuum of Services, have the parole/probation officer meet with agency case manager prior to release in order to assist with transition process (e.g., identifying probation requirements) to share pertinent youth information to best meet the individual needs.

2. Develop pre-release plans that realistically and address the housing needs of the individual:
    - If a youth is at risk of homelessness upon release, coordinate directly with county Homeless Programs Youth Continuum of Services to assist with shelter and/or transitional housing placement services.

3. Involve prisoner, community-based case manager and parole/probation officer in the pre-release planning process.
4. Connect formerly incarcerated individuals with support system immediately upon release:
    - Offer programming during incarceration that maintains and repairs social relationships on the outside.
    - Identify service providers for housing, health, employment, etc.
    - Address any immediate issues that would prevent successful reentry (e.g., substance abuse).
    - Establish a medical home.
    - If a youth is at risk of homelessness upon release, coordinate directly with county Homeless Programs Youth Continuum of Services to assist with shelter and/or transitional housing placement services.
    - Identify if youth is a former foster youth, and if so connect them with the Independent Living Skills Program (ILSP) while incarcerated.
5. Provide opportunities for community service upon release.
6. Offer peer-driven case management and supports to facilitate transition process:
    - Hire formerly incarcerated individuals as case managers.
    - Offer mentoring programs for newly released persons with successful formerly incarcerated people.
    - Conduct a treatment planning meeting prior to release with youth probation/parole officer and other supportive persons (family, social worker, etc.) to establish a clear plan that identifies the roles of each person post-release.
7. Remove any barriers to affordable housing:

- Work with developers to remove "screening" for people with criminal records.
- Work with the housing authority to remove any potential barriers in their policies and practices.
- Work with affordable housing currently in operation to make sure that there is no bar against the formerly incarcerated person reentering those units (e.g., to reunify with family).

8. Develop a mechanism for increased communication between parole, probation and municipal police departments.
9. Increase the supply of services dedicated to the formerly incarcerated in Contra Costa County.
10. Provide service providers with professional training opportunities to develop their understanding of the formerly incarcerated.
    - Establish professional development requirements for all service providers who receive funding through the Richmond and Contra Costa County Workforce Investment Boards.

Legal Services

Statement of Problem

There is minimal access to legal services and advocacy during pre-release, incarceration, or post-release. Legal services includes, but are not limited to, Family Law, Housing Law, Employment Law, Public Benefit Law, Medical Law, Civil Rights Law, Immigration Law, Domestic Violence Law, Victim's Rights Law, parole/probation conditions and legal remedies for people with criminal records.

1. Conduct a legal issues risk and needs assessment during incarceration, pre-release and post-release.
2. Increase the number of currently incarcerated and formerly incarcerated individuals' participation in services/programs that modify child support payments, establish paternity, determine visitation rights, and release license holds immediately upon incarceration.
3. Increase the number of formerly incarcerated individuals' participation with housing law providers in an effort to decrease evictions of individuals and/or families and increase accessibility of formerly incarcerated individuals to subsidized housing. Remove legal barrier to housing.

4. Increase the number of 1203.4 dismissals, 17B reductions, Early Probation Terminations, Warrant Recalls and Certificates of Rehabilitation through monthly “Clean Slate” clinics in an effort to reduce legal barriers to employment.

5. Increase the number of formerly incarcerated individuals who participate in Homeless Court and/or attend Traffic Court in an effort to reduce legal barriers to employment such as DMV fines/fees and license suspensions.

6. Increase the number of formerly incarcerated individuals who have access to their county/state RAP sheet.

7. Increase the number of employers who understand and follow employment law related to hiring individuals with criminal records.

8. Increase understanding and completion of terms of parole and probation in order to decrease violations. Increase communication between parole/probation and service providers regarding violation hearings.

9. Increase the number of registered and voting formerly incarcerated individuals in Contra Costa County.

10. Create Reentry Courts, Drug Courts, Mental Health Courts and Alternatives to Incarceration/Diversion Programs in order to address underlying causal factors for offenses such as substance abuse and mental health disorders in order to reduce recidivism and increase recovery.

11. Increase the number of formerly incarcerated individuals who receive public benefits after release.

12. Outreach by Family Law Facilitator and Child Support Services regarding currently and formerly incarcerated rights and options during incarceration and post-incarceration for Child Support Modification, paternity, visitation rights and license releases.

13. Outreach by housing law providers and county housing authority regarding housing law rights and regulations such as tenant rights and criminal records in subsidized housing applications. Training by housing law providers and county housing authority with currently and formerly incarcerated individuals (prison and jail) on how a criminal records affects subsidized and non-subsidized housing, as well as their tenant rights.

14. Remove any barriers to affordable housing:
    - Work with developers to remove "screening" for people with criminal records.
    - Work with housing authority to remove any potential barriers in their policies and practices.
    - Work with affordable housing currently in operation to make sure that there is

no bar against persons reentering into those units (i.e. to reunify with family).

15. Creation of a monthly Clean Slate Clinic that provides access to legal remedies such as 1203.4 dismissals, 17b reductions, early probation terminations, and Certificates of Rehabilitation. Education, training and access to advocacy regarding the sealing of Juvenile records and receiving county/state RAP sheets.

16. Homeless Court and DMV conduct outreach to current and formerly incarcerated individuals regarding approaches to addressing DMV tickets, fines and fees. Creation of process for currently incarcerated individuals to apply for ID prior to release.

17. Outreach by workforce services providers, EDD, county employment and human services to currently and formerly incarcerated individuals around employment rights and regulations. This includes but is not limited to disclosure, licenses, criminal background checks, private vs. public employers, and the impact of certain convictions on specific types of jobs.

18. Outreach to employers/businesses by workforce services providers, EDD, county employment and human services, and legal service providers regarding employment hiring laws for people with criminal records.

19. Distribution of procedural information by parole/probation for writing letters of support regarding parole/probation violations and hearings.

20. Outreach and education regarding voting rights for people in jail and prison, on probation and/or parole.

21. Increased education, training and access to other legal services such as SSI/Disability advocacy, public benefit advocacy, medical rights advocacy for people living with HIV/AIDS or mental, physical or developmental disabilities, and discrimination claims.

22. Begin enrollment in eligible public benefits a minimum of 90 days prior to release.

23. Implement a Pre-Release Agreement between county jail/CDCR and SSA so inmates can apply for SSI/SSDI and other public benefits while incarcerated. Clarify and define “legal residency” for public benefits application and re-instatement.

24. Planning and implementation of specialized docket programs (Drug Court, Reentry Court, Mental Health Court and ATI/Diversion Programs) for supervised youth and adults.

25. Create training program for reentry service providers on legal issues, barriers and remedies. Establish training requirements around reentry legal issues for all service providers who receive funding through the Richmond and Contra Costa County funding

streams specific to the area of service.

26. If youth is incarcerated for sex work, work with judge to see if there is a prison/jail alternative.

27. Identify jail/prison alternatives for youth (boys/girls ranch, mental health treatment center, etc.) if appropriate, and inform judge of these options.

Part IV: Implementation Plan

In order to successfully establish the reentry system described above. The CCCRRC needs to do the following: 1) Obtain formal adoption of the strategic plan; 2) Establish the proposed infrastructure; 3) Begin implementation of the programmatic recommendations. The strategies and activities below will enable the CCCRRC to establish the necessary level of support to successfully implement this strategic plan.

Adoption of the Strategic Plan (Months1-5)

The reentry system described above requires a commitment on the part of many stakeholders. Bringing together these various agencies and organizations will require leadership on the part of the county and municipal agencies and elected officials. To be successful this strategic plan must have the full support of the Contra Costa County Board of Supervisors and the various county agencies as well as the city council and city agencies from at least Antioch, Concord and Richmond. The table below presents the strategies, activities and resources needed in order to achieve the desired outcome.

DESIRED OUTCOME: Adoption of Strategic Plan by Contra Costa County Board of Supervisors and Antioch, Concord and Richmond City Councils				
Objectives	**Strategies**	**Activities**	**Performance Measures**	**Resources**
Support for strategic plan from critical county and city agencies	Allow each county/city agency head the opportunity to review the strategic plan and make comments	Hold meetings with all county and city department heads to review the aspects of the plan that pertain to their agency, including: probation department, sheriff, health care services, social services, Workforce Investment Board Identify potential resources to support programmatic recommendations	Meetings held with 100% of identified county/city agencies Agreement from county/city agencies to support adoption of the plan by the board of supervisors and the city councils	Coordinating Council chair/co-chairs and members representing the agency on the Coordinating Council should be present at these meetings

DESIRED OUTCOME: Adoption of Strategic Plan by Contra Costa County Board of Supervisors and Antioch, Concord and Richmond City Councils				
Objectives	**Strategies**	**Activities**	**Performance Measures**	**Resources**
		Based on feedback from these department heads Coordinating Council will make revisions to strategic plan		
Formal adoption of strategic plan by board of supervisors and city councils	Gain support of relevant county/city committees Submit resolution to board of supervisors and city councils to formally adopt strategic plan	Present strategic plan to Contra Costa County Public Protection Committee Present strategic plan to Antioch, Concord and Richmond Public Safety Committees Presentation to county board of supervisors asking for the formal adoption of the strategic plan Presentation to city councils asking for the formal adoption of the strategic plan	Contra Costa County Board of Supervisors adopts Strategic Plan Antioch City Council adopts strategic plan Concord City Council adopts strategic plan Richmond City Council adopts strategic plan	Coordinating Council chair/co-chairs, chief probation officer, sheriff and Health Care Services director and Social Services director should all be a part of the presentation to the board of supervisors and the city councils. Presentations to city councils should also include chief of police

Establish Proposed Infrastructure

The Infrastructure proposed in this strategic plan will be implemented immediately upon conclusion of the Reentry Planning Initiative.

DESIRED OUTCOME: Implementation of a countywide reentry infrastructure to support the CCCRRC				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
Increase the level of communication and coordination around reentry in Contra Costa County	Establish Coordinating Council	Identify staffing for Coordinating Council Staff will convene Coordinating Council and establish regular meeting schedule Coordinating Council will identify chairs or co-chairs Begin obtaining buy-in on strategic plan and making modifications as needed Produce final version of strategic plan for adoption by the board of supervisors Convene Decision Makers Committee and present final version of strategic plan Develop communications strategy for promoting strategic plan and for disseminating reentry related information to various subcommittees and all interested stakeholders	100% of stakeholders identified as a part of the Coordinating Council will join Coordinating Council meets monthly until adoption of strategic plan by board of supervisors and city councils Both board of supervisors and three City Councils formally adopt the final version of the strategic plan Number of mass media stories covering the CCCRRC Number of stakeholders that receive information on reentry through the established communications plan	Reentry Planning Task Force members

DESIRED OUTCOME: Implementation of a countywide reentry infrastructure to support the CCCRRC				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
Improve the capacity of service providers to efficiently deliver appropriate services to formerly incarcerated people in Contra Costa County	Programs and Services Subcommittee	Various provider groups (identified on p. 20) will maintain current meetings. Representatives from each group will be identified to serve on the Programs and Services Subcommittee Representatives from each of the subcommittees will convene and establish a regular meeting time Identify co-chairs Identify potential workgroups to be formed around specific services (e.g., housing, employment) Develop and offer professional development trainings to service providers Convene workgroups and begin implementing the program recommendations identified in this strategic plan	Participation from representatives of all existing provider groups Number of meetings held Establishment of workgroups for critical services Number of participants in workgroup and subcommittee Number of professional development trainings Number of programmatic recommendations implemented	Rubicon, Empact Institute, Richmond Office of Neighborhood Safety, The Williams Group
Increase the use of	Data and	Convene existing organizations conducting	Number of participants	Further the

DESIRED OUTCOME: Implementation of a countywide reentry infrastructure to support the CCCRRC				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
data driven decision making around reentry in Contra Costa County	Information Committee	data analysis and program evaluations associated with reentry and criminal justice related issues Work with Programs and Services Subcommittee to conduct supply and demand analysis on reentry services in Contra Costa County Develop formal data requests to obtain parole and probation data for Contra Costa County on a regular basis (monthly, quarterly) Establish a set of performance standards for particular services that reflects local and national benchmarks Monitor progress on implementation of strategic plan and submit regular updates to Coordinating Council Conduct research on promising practices within reentry programming and submit regular updates to Coordinating Council	Submission of data requests to parole and probation departments Receive parole and probation data on at least a quarterly basis Completion of supply and demand analysis Completion of performance standards for at least three services (e.g.., housing, employment and health) Number of research briefs of implementation of the strategic plan Number of research briefs on promising practices in reentry	Work, Homebase, Empact Institute, Williams Group

DESIRED OUTCOME: Implementation of a countywide reentry infrastructure to support the CCCRRC				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
Remove legislative, policy and resource barriers associated with reentry in Contra Costa County	Establish Decision Makers Table	Convene Decision Makers Table after adoption of strategic plan Request approval from Decision Makers Table for the strategic plan Initiate legislation and policy to support goals and objectives of strategic plan Allocate resources to support implementation of strategic plan	Two held meetings per year Number of legislative and policy changes Increase total amount of resources available to support CCCRRC and CCCRRC member organizations by 10%	Coordinating Council

Implementation of Programmatic Recommendations

DESIRED OUTCOME: Implementation of Programmatic Recommendations				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
System-wide Recommendations Reentry Process Recommendations	*Sentencing:* Incorporate a risk and needs assessment requirement throughout the criminal justice process beginning with sentencing *Incarceration:* Utilize incarceration as an opportunity for individuals to address individual needs, increase human and social capital, and to begin establishing connections with positive social networks *Pre-Release:* Establishes and formalizes pre-release planning that identifies service needs and, prior to release, connects prisoners with community-based service providers Begin enrollment in eligible public benefits a minimum of 90 days prior to release whenever possible *Release:* Develops a system for providing transitional services that connect formerly incarcerated with positive social	Conduct risk and needs assessment prior to sentencing and provide results of assessment to judge to identify mandatory participation in particular services as a condition of incarceration in either state prison and/or county jail Coordinate assessment tools with those currently in use at the institution Develop a format for the pre-release plan Implement a Pre-Release Agreement between county jail and SSA so inmates can apply for SSI/SSDI while incarcerated Work with the Department of Motor Vehicles to get IDs for inmates before they are released Begin service delivery by community-based providers	20% of people on parole/probation in Contra Costa County will have been assessed upon incarceration Coordinated assessment tool Standardized pre-release plan 20% of people on parole/probation in Contra Costa County will have been issued a state ID prior to release 15% increase in the number of community-based service providers	Sentencing: Sheriff's office Incarceration: Sheriff and CDCR Pre-Release: Probation and Sheriff, Health Care, CBOs, CDCR Release: Health Care Services, CBOs Coordinating Council

DESIRED OUTCOME: Implementation of Programmatic Recommendations				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
	networks that were established prior to release *Reentry:* Builds/supports a full continuum for the provision of particular services (e.g., employment, housing, health).	immediately upon incarceration with pre-release planning beginning a minimum of 120 days prior to release whenever possible Implement programming during incarceration that builds a positive values system and allows prisoner to maintain and/or repair social relationships with family and friends	working in county jail, including those that promote a positive values system	
Service Delivery System Recommendations	Develop a service delivery system that has the capacity and supply of services to meet the needs of the formerly incarcerated Establish professional development requirements for all service providers who receive funding through the Richmond and Contra Costa County Workforce Investment Boards *Youth Specific:* Provide training opportunities for Parole, Probation and Municipal Police Departments that address best practices on how to work			

DESIRED OUTCOME: Implementation of Programmatic Recommendations				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
	with the at-risk youth population			
Increase educational opportunities and outcomes	Offer targeted remedial and supportive educational programs to boost basic skill proficiency levels among formerly incarcerated individuals Expand in-person computer skills training inside correctional/detention facilities and in the community Provide access to college level courses (during and after incarceration), financial aid, and support services (EOPS, DSPS, tutoring, counseling, programs for formerly incarcerated people) Offer supportive programs to prepare formerly incarcerated individuals for the necessary discipline and focus required for long-term commitment to educational goals such as completion of the G.E.D.	Outreach to formerly incarcerated people prior to release to ensure enrollment upon release Conduct in-custody assessments to determine appropriate educational services	20% increase in basic literacy and numeracy skills within one year of release 20% increase in computer skills within one year of release 20% increase in number of employment ready people within one year of release 20% increase in attendance and participation in supportive educational	Programs and Services Subcommittee Community colleges Adult schools

DESIRED OUTCOME: Implementation of Programmatic Recommendations				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
			programs within institution and in the community. 20% increase in GED completion prior to or within one year of release 20% increase in completion of college level courses prior to or within one year of release	

DESIRED OUTCOME: Implementation of Programmatic Recommendations				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
Increase financial literacy Reduce level of debt and increase payments on debts (e.g., child support)	Provide basic financial literacy skills training to formerly incarcerated individuals Provide formerly incarcerated individuals with access to financial support tools, including public benefits, supportive services, and Individual Development Accounts (IDAs) Targeted outreach to reentry population for free tax prep assistance and in accessing tax-related services Establish pre-release benefits eligibility screening at county jail and begin application process whenever possible	Work with employment programs to identify formerly incarcerated people who could benefit from financial literacy programs Work with social services to expedite enrollment process for formerly incarcerated individuals	Increase financial literacy of formerly incarcerated individuals by 50% as measured by certificates of completion of financial education program(s) Increase financial stability of formerly incarcerated individuals by 20% by assisting with access to public benefits and supportive services and by startup of Individual Development Accounts (IDAs)	
Increase job training, placement	Develop and support workforce services that address the impact a criminal record has on access to employment	Seek financial support for supported/subsidized work experience, transitional jobs and	Increase employment rate of formerly	

DESIRED OUTCOME: Implementation of Programmatic Recommendations				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
and employment opportunities	opportunities Expand range of work experience opportunities available to formerly incarcerated individuals Develop and enhance job specific training and certification programs inside CDCR, county detention and juvenile justice facilities Develop and enhance paid training programs/transitional employment in multiple sectors, targeting individuals recently released from incarceration Implement "Ban the Box" within county agencies Require county contractors to adhere to "Ban the Box" hiring practices Outreach to businesses/employers around hiring incentives for people with criminal records	other employment related opportunities Work with county supervisors and agencies to implement "Ban the Box" program Develop outreach materials for employers on hiring incentives	incarcerated individuals by 30% within one year of release from custody. Provide at least 50 additional supported/subsidized employment slots for formerly incarcerated individuals in Contra Costa County Increase the number of formerly incarcerated people employed by county agencies and county contractors by 10%.	

DESIRED OUTCOME: Implementation of Programmatic Recommendations				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
Mental Health Increased participation in mental health services	Develop a seamless transition into mental health services from state prison for non-revocable parolees Identify non-revocable parolees with mental health issues prior to release Implement a process for obtaining complete medical records prior to release for non-revocable parolees Implement a process for developing case conference/treatment plan with affected departments/agencies prior to release for non-revocable parolees Establish intake appointment prior to release that will occur within the first week after release for non-revocable parolees Connect probationers and qualifying parolees to mental health services through the access system Connect youth with the Contra Costa County Mental Health Services Act	Coordinate mental health strategies with substance abuse and health strategies listed below Incorporate mental health status exam into assessment, and involve Behavioral Court, if appropriate, to inform where the youth will be sentenced to (e.g., Mental Health Module of county jail)	Increase the number of formerly incarcerated people with mental health issues that are identified prior to release by 10% Increase the number of formerly incarcerated people who are released with a copy of their complete medical records by 10% Increase the number of formerly incarcerated people who are released with a complete case conference/treatment plan with affected departments/agenc	Health Care Services

DESIRED OUTCOME: Implementation of Programmatic Recommendations				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
	(MHSA) Transition Age Youth (TAY) program		ies prior to release by 10% Increase the number of formerly incarcerated people who attend an intake appointment with a community based provider within the first week after release by 10%	
Increase participation in substance abuse services	Improve the coordination of available alcohol and other drugs services for the reentry population with other divisions/programs health services including Public Health, Mental Health and Homeless Services, along with Employment and Human Services. In this way, we can promote full recovery, reduce recidivism and support self-sufficiency among clients Early identification of substance-abusing	Provide technical support to ARC counselors Issues IDs prior to release Work with CCCRRC committees to implement pre-release benefits screening program Coordinate with the local Veterans Service Officer (VSO) to maximize resources for those who might be	10% increase in number of people released from jail and prison with a pre-release plan 10% increase in number of people released from jail and prison that are immediately connected to a	Health Care Services

DESIRED OUTCOME: Implementation of Programmatic Recommendations				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
	prisoners scheduled to return to Contra Costa County, supporting early and active transition planning 3 months prior to release Develop an effective and regular system of communication between Addiction Recovery Counselors (ARC) counselors and AODS Ensure that ARC counselors incorporate conditions of parole into clients' transition plans Determine most appropriate level of care after release Develop a system to connect formerly incarcerated individuals with positive social networks prior to release. Address immediate issues prior to release that could prevent successful reentry such as substance abuse treatment, lack of medication, housing, etc. Identify in the pre-release plan, family or	eligible If awarded, implement SAMSHA's Offender Reentry Program based on a peer-based countywide collaboration of community-based substance abuse and case management to San Quentin prisoners returning to the county Active referral of clients to the Brighter Beginnings' PAPAS program for family reunification services	community-based substance abuse service provider 10% increase in number of people released from jail and prison with a pre-release plan 10% increase in number of people released from jail and prison who were screened for public benefit eligibility prior to release	

DESIRED OUTCOME: Implementation of Programmatic Recommendations				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
	social networks on the outside that can support successful reentry			
Increase access and availability of health care services	Develop a coordinated mechanism for providing reentrants with health services needed Ensure that reimbursement mechanisms for covering the cost of health care are established and that MOUs and policies related to this are implemented Establish an internal committee to coordinate mental health, health and substance abuse issues Develop a formal systems for handling reentrants' health, mental health and substance abuse needs	Identify clinics across that county that serve formerly incarcerated people Advocate with CDCR and CDPH to implement the Medi-Cal MOU Advocate with CDCR to obtain medical, mental health and substance abuse records to provide continuity of care and expedite establishment of benefits	10% increase in formerly incarcerated people with an identified medical home within one year of release 10% increase in number of formerly incarcerated people enrolled in Medi-Cal 10% increase in number of formerly incarcerated people that regularly refill their medications	Health Care Services, community health care clinics

DESIRED OUTCOME: Implementation of Programmatic Recommendations				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
Increase mentoring and community engagement in reentry	Consult with youth social worker, advocate or mentor (if possible) to gather psychosocial information that may inform sentencing decision Promote mentoring as a viable opportunity of support for formerly incarcerated individuals returning to Contra Costa County Create a task force dedicated to exploring structured mentoring opportunities/practices specific to addressing the needs of formerly incarcerated individuals Identify promising strategies/evidence-based models and best practices of mentoring that have demonstrated success in serving those who are formerly incarcerated Select and support the development of successful mentoring strategies/programs that are designed specifically to serve the formerly incarcerated	Develop structured mentoring program as a strategy to develop active community partnerships Develop and staff a structured mentoring program that fosters caring and supportive relationships with a community mentor Implement the program with operating procedures and standards for mentor and participant that coincide with the empirically validated mentoring programs	20% increase in the number of formerly incarcerated people employed as mentors 20% increase in the number of formerly incarcerated people participating in a mentoring program	

DESIRED OUTCOME: Implementation of Programmatic Recommendations				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
	Identify and obtain financial support to develop, evaluate and sustain mentoring efforts that address the needs of the formerly incarcerated			
Increase housing opportunities	Conduct risk and need assessment prior to sentencing and provide results of assessment to judge Establish a system for beginning pre-release planning upon entrance into facility and a minimum of 120 days prior to release Coordinate assessment tools with those currently in use at the institution Based on needs assessment, identify mandatory participation in particular services as a condition of incarceration in either state prison and/or county jail Ensure housing-focused discharge planning prior to release Offer peer-driven case management and	Develop a format for the pre-release plan Implement a pre-release agreement between county jail and SSA so inmates can apply for SSI/SSDI while incarcerated. Work with DMV to issue IDs prior to release Work with developers to remove "screening" for people with criminal records Work with housing authority to remove any potential barriers Work with affordable housing currently in operation to make sure that there is no bar against persons	15% decrease in rate of homelessness among formerly incarcerated people 10% increase in formerly incarcerated people living in subsidized housing Inform 100 affordable housing providers of the laws regarding “screening” for people with	

DESIRED OUTCOME: Implementation of Programmatic Recommendations				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
	supports to facilitate transition process Remove barriers to affordable housing If a youth is at risk of homelessness upon release, coordinate directly with county Homeless Programs Youth Continuum of Services to assist with shelter and/or transitional housing placement services	reentering into those units (e.g., to reunify with family) If youth will be exiting to county Homeless Programs Youth Continuum of Services, have the parole/probation officer meet with agency case manager prior to release in order to assist with transition process (e.g.,. identifying probation requirements) to share pertinent youth information to best meet the individual needs.	criminal records	
Increase access and availability of legal services	Establish system for addressing child support modification, paternity, visitation rights and license releases Conduct a risk and needs assessment regarding legal issues during incarceration, pre-release and post-release Create monthly "Clean Slate" clinics that provides access to legal remedies	Outreach to currently and formerly incarcerated individuals around employment rights and regulations Outreach to employers/businesses regarding employment hiring laws for people with criminal records Training on how a criminal record affects subsidized and non-	10% increase the number of currently and formerly incarcerated individuals who modify child support payments, establish paternity, determine visitation rights,	

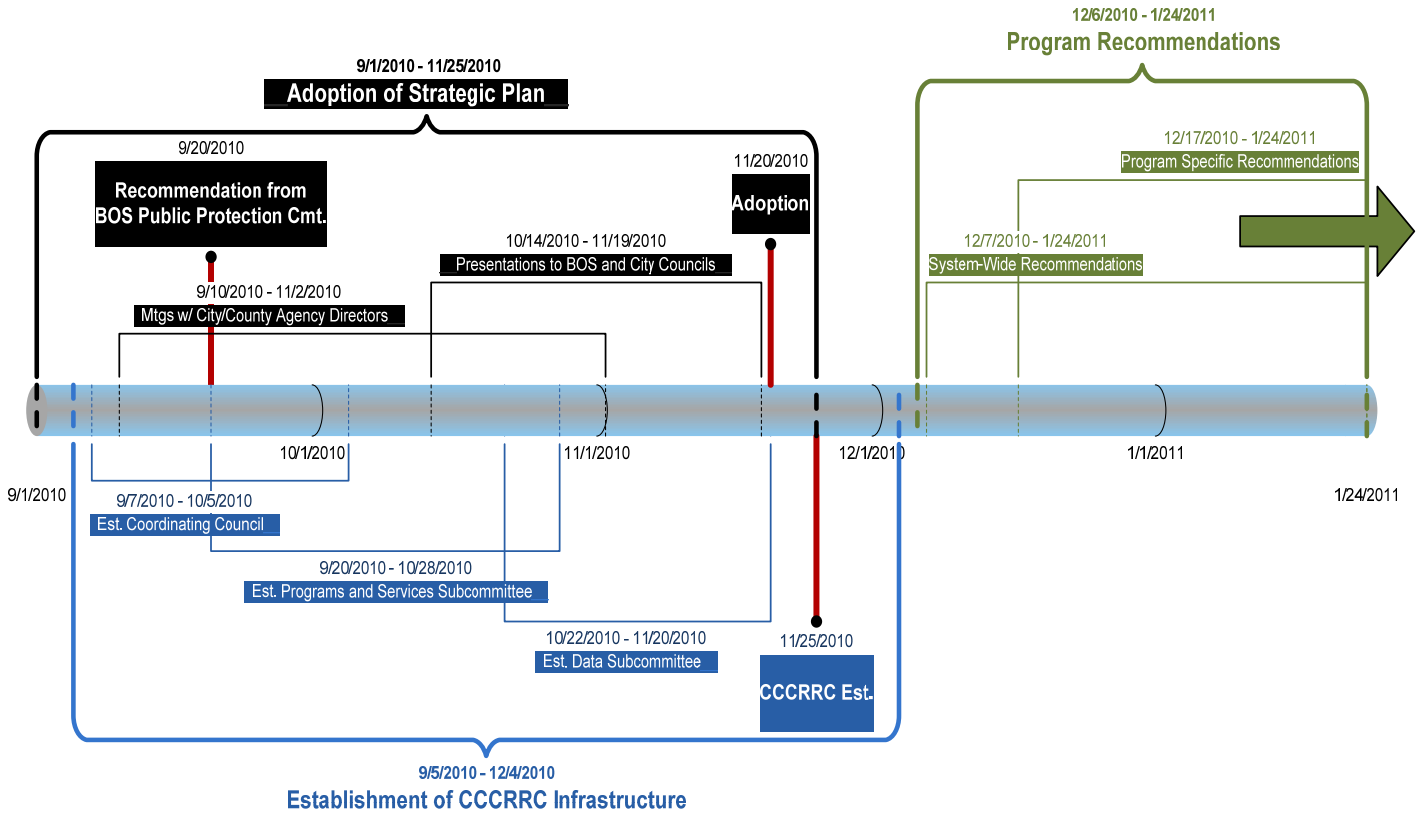
DESIRED OUTCOME: Implementation of Programmatic Recommendations				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
	Establish Homeless Court and DMV conduct outreach to currently and formerly incarcerated individuals regarding approaches to addressing DMV tickets, fines and fees Planning and implementation of specialized dockets programs (drug court, reentry court, mental health court and ATI/diversion programs) for supervised youth and adults Distribution of procedural information by Parole/Probation for writing letters of support in regards to parole/probation violations and hearings Implement a pre-release agreement between county jail/CDCR and SSA so inmates can apply for SSI/SSDI and other public benefits while incarcerated Clarify and define "legal residency" for public benefits application and re-instatement	subsidized housing Establish training requirements around reentry legal issues for all service providers who receive funding through the Richmond and Contra Costa County funding streams specific to the area of service	and release license holds upon incarceration 10% decrease in preventable evictions among formerly incarcerated people 10% increase in the number of formerly incarcerated people who successfully remove prior convictions from their record 10% increase in the number of participants in homeless court, traffic court and other special docket programs	

DESIRED OUTCOME: Implementation of Programmatic Recommendations				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
	Create training for reentry service providers on legal issues, barriers and remedies If youth is incarcerated for sex work, work with judge to see if there is a prison/jail alternative Identify jail/prison alternatives for youth (e.g., boys/girls ranch, mental health treatment center) if appropriate, and inform judge of these options		10% increase in the number of formerly incarcerated individuals who have access to their county/state RAP sheet Inform 100 employers about the benefits of hiring formerly incarcerated individuals and the laws associated with hiring discrimination. 10% increase in number of registered and voting formerly incarcerated individuals in Contra Costa County	

DESIRED OUTCOME: Implementation of Programmatic Recommendations				
Objectives	**Strategy**	**Activities**	**Performance Measures**	**Resources**
			Provide professional development trainings on legal issues to 100 reentry service providers 10% increase in the number of formerly incarcerated individuals who receive public benefits after release	

Implementation Plan Timeline September 2010 – January 2011

Contra Costa Reentry Initiative September 2010 - January 2011



Appendices

Appendix 1: Parolees by Zip Code 07/02/10

Rank	Zip Code	Cities within Zip Code	Parolees
1	94509	ANTIOCH	187
2	94519	CONCORD	173
3	94804	RICHMOND	140
4	94553	MARTINEZ, PACHECO	72
5	94520	CONCORD, CLYDE	69
6	94531	ANTIOCH	58
7	94561	OAKLEY	45
8	94803	EL SOBRANTE, RICHMOND	35
9	94513	BRENTWOOD	33
10	94518	CONCORD	28
11	94521	CONCORD	24
12	94517	CLAYTON	20
13	94547	HERCULES, RODEO	20
14	94564	PINOLE	19
15	94572	RODEO	17
16	94805	RICHMOND	16
17	94523	PLEASANT HILL, CONCORD	15
18	94530	EL CERRITO, RICHMOND	11
19	94583	SAN RAMON	9
20	94597	WALNUT CREEK	8
21	94582	SAN RAMON	6
22	94596	WALNUT CREEK, LAFAYETTE	6
23	94514	BYRON, DISCOVERY BAY	4
24	94525	CROCKETT	4
25	94595	WALNUT CREEK	4
26	94505	BYRON	3
27	94526	DANVILLE	3
28	94507	ALAMO	2
29	94598	WALNUT CREEK	2
30	94506	DANVILLE, BLACKHAWK	1
31	94549	LAFAYETTE	1
32	94556	MORAGA	1
33	94563	ORINDA	1
34	94565	PITTSBURG, PORT CHICAGO, BAY POINT	1
35	94801	RICHMOND, NORTH RICHMOND, POINT RICHM	1
36	94806	SAN PABLO, RICHMOND, TARA HILLS	1
37	94516	CANYON	0
38	94522	CONCORD	0
39	94528	DIABLO	0
40	94569	PORT COSTA	0

* "Unknown" includes ZIP Codes that are not within Contra Costa County, that are no longer in use or otherwise not valid.

1,040 Mappable Records

1,709 Reported Records

Appendix 2: Adult Probationers by City 08/06/10

Rank	Cities	Probationers
1	Richmond	426
2	Antioch	422
3	Concord	363
4	Pittsburg	332
5	San Pablo	150
6	Martinez	127
7	Brentwood	92
8	Walnut Creek	87
9	Oakley	84
10	Pinole	45
11	Pleasant Hill	43
12	San Ramon	33
13	Hercules	33
14	Danville	24
15	Lafayette	16
16	El Cerrito	15
17	Clayton	9
18	Moraga	5
19	Orinda	2
	2,308 Mappable Records	
	3,212 Reported Records	

Appendix 3: Juvenile Probationers by City 08/06/10

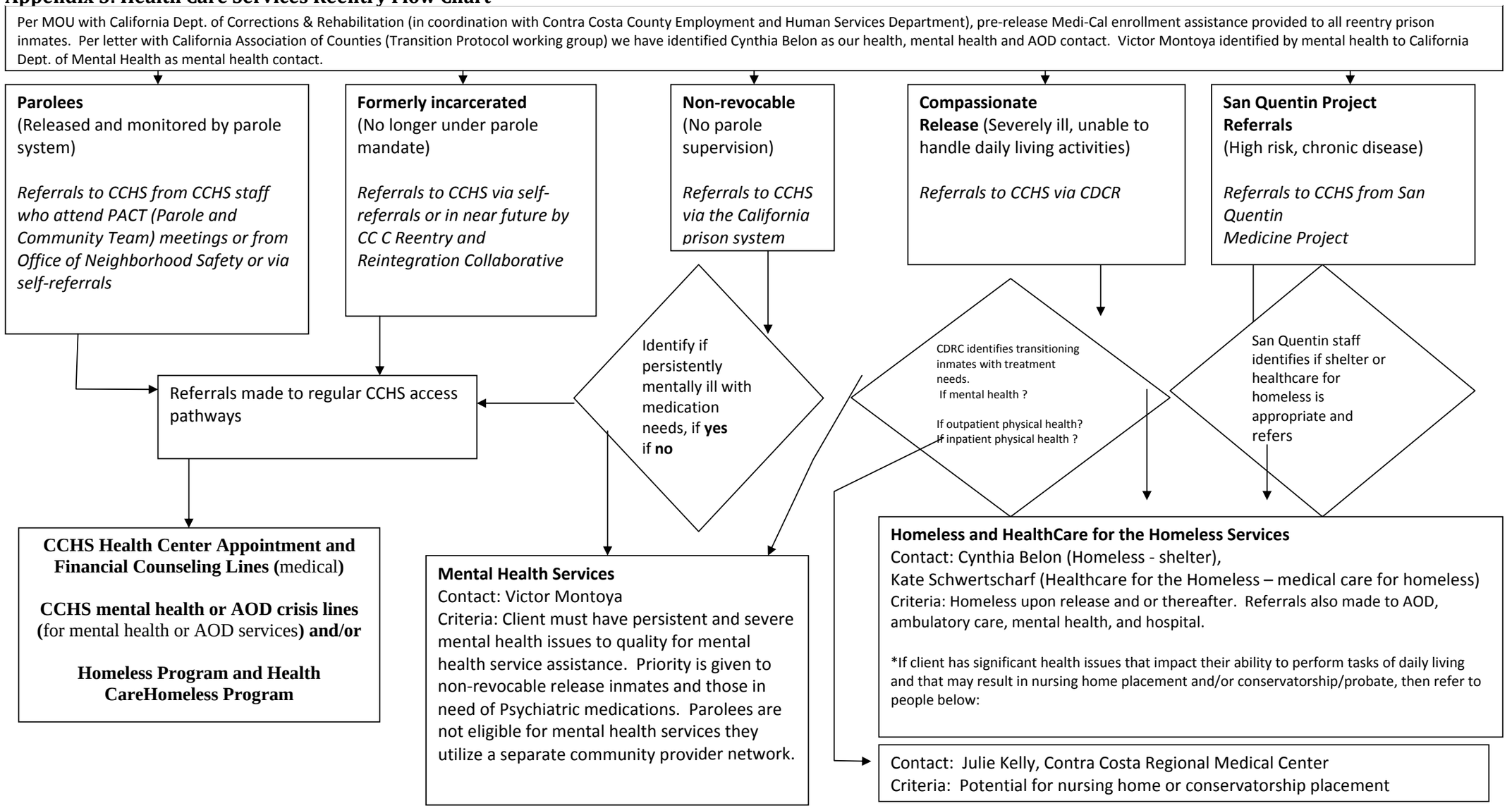
Zip Code	Rank	Cities within Zip Code	Probationers
94509	1	ANTIOCH	321
94804	2	RICHMOND	171
94520	3	CONCORD, CLYDE	145
94553	4	MARTINEZ, PACHECO	77
94564	5	PINOLE	51
94547	6	HERCULES, RODEO	46
94518	7	CONCORD	37
94523	8	PLEASANT HILL, CONCORD	37
94596	9	WALNUT CREEK, LAFAYETTE	31
94582	10	SAN RAMON	26
94803	11	EL SOBRANTE, RICHMOND	23
94517	12	CLAYTON	18
94505	13	BYRON, ANTIOCH	17
94598	14	WALNUT CREEK	17
94597	15	WALNUT CREEK	14
94530	16	EL CERRITO, RICHMOND	11
94507	17	ALAMO	8
94549	18	LAFAYETTE	8
94565	19	PITTSBURG, ANTIOCH, PORT CHICAGO, BAY POINT	8
94563	20	ORINDA	7
94595	21	WALNUT CREEK	5
94525	22	CROCKETT	4
94513	23	BRENTWOOD, ANTIOCH	2
94506	24	DANVILLE, ANTIOCH	1
94514	25	BYRON, BRENTWOOD, DISCOVERY BAY	1
94519	26	CONCORD, ANTIOCH	1
94521	27	CONCORD	1
94526	28	DANVILLE, BAY POINT	1
94531	29	ANTIOCH	1
94556	30	MORAGA, CANYON	1
94561	31	OAKLEY, ANTIOCH	1
94569	32	PORT COSTA, ANTIOCH	1
94572	33	RODEO, HERCULES	1
94583	34	SAN RAMON, FAIRFIELS	1
94801	35	RICHMOND, EL SOBRANTE, N RICHMOND, POINT RICHMOND	1
94805	36	RICHMOND, EL SOBRANTE	1
94806	37	SAN PABLO, EL SOBRANTE, RICHMOND, TARA HILLS	1
94516	38	CANYON	0
94522	39	CONCORD	0
94528	40	DIABLO	0

1,098 Mappable Records
2,538 Reported Records

Appendix 4: Reentry Task Force Composition

Stakeholder Group	Voting Members	Ex Officio Members*
Reentry Service Providers Employment Housing Health Legal Faith	*Brian Hogan/Eva Grenier*, Rubicon Programs *Adam Poe*, Bay Area Legal Aid *Barbara Becnel*, Neighborhood House *Kimberly Aceves*, RYSE Center *Piper Ehlen*, HomeBase *Vernon Williams/Megan Joseph*, Williams Group Inc./Empact Institute	
Formerly Incarcerated Organizations Individuals	*Sam Vaughn*, Richmond ONS *Dee Reyes*, One Day at a Time *Leonard Rubio*	
Youth At-Risk Youth (1) (connected to a youth service provider)	**1**	
State Agencies & Departments CDCR – Parole	*Dwayne Cooks*, CDCR – Parole Division	
County Departments Health Services County Administrator Social Services Probation District Attorney Public Defender	*Tiombe Mashama/ Fatima Matal Sol/ Cynthia Belon*, Health Services *Tim Ewell*, County Administrator *Paula Hernandez*, Probation *Robert Kochly*, District Attorney *Robin Lipetzy*, Public Defender *Caroline Kelly,* Department of Child Support *George Carter,* Workforce Development Board	
Law Enforcement Sheriff 2 police department representatives (1 from east and 1 from west county)	*Alec Griffin*, Richmond PD *John Vanderklaut*, Antioch PD *Steve Albanese*, Pittsburg PD *Brian Kawlinowski*, Contra Costa Sheriff Dept.	
Elected and/or City Officials Federal (ex-officio) State (ex-officio) County (2 voting) City (4: Richmond, Pittsburg, Antioch & Concord)	*David Fraser*, Supervisor Federal Glover *Terrance Cheung*, Supervisor John Gioia *Terri Waller*, State Senator Loni Hancock *Heather Schiffman*, State Senator Mark DeSaulnier *Devone Boggan*, Richmond ONS *Bill Shinn*, Concord City Council	**8**
Other	*Ken Renolds,* Contra Costa Community College *Linda Beth*, Contra Costa Council	
Foundations		**Unlimited**
Total	**23-25**	

Appendix 5: Health Care Services Reentry Flow Chart



Appendix 5: Contra Costa County Reentry Planning Initiative Participant List

- **Adam Poe**, *Bay Area Legal Aid,* Attorney
- **Ah Ferickson**, *Ah Ferickson*
- **Albert Lee**, *California Department of Corrections and Rehabilitiation*
- **Albert Featherstone**, *Project I.M.P.A.C.T.*
- **Alec Griffin**, *Richmond Police Department,* Captain
- **Alexa Vaughn**, *UC Berkeley,* Journalist
- **Alison Muller**, *East Bay Works*
- **Allyson West**, *California Reentry Program,* Director
- **Alphonso Guerrero**, *Compass Mentoring Academy*
- **Alvin Berstine**, *Bethelehem Missionary Baptist Church*
- **Alzetta Dobson**, *California Department of Corrections and Rehabilitiation*
- **Amanda Elliott**, *Richmond Main Street,* Deputy Chief of Staff
- **Aminta Mickles**, *Contra Costa College*
- **Andre Lovan**, *California Department of Corrections and Rehabilitiation*
- **Andre Shumake**, *Richmond Improvement Association,* President
- **Andrew Therol**, *California Department of Corrections and Rehabilitiation*
- **Andrew Johnson**, *United States Department of Veteran's Affairs*
- **Angela Sevin**, *Heart Bridge,* Photographer, Facilitator, Experiential Education
- **Angela Jenkins**, *Kaiser Permanente,* Community Benefit Manager
- **Angela Moore**, *GRIP,* Homeless Prevention Case Manager
- **Anita Marquez**, *Center for Human Development,* East County Site Director
- **Antonio Stinson**, *Insight Prison Project*
- **Antonio Leyba**, *Antonio Leyba*
- **Arlinda Love**, *City of Richmond - Office of Neighborhood Safety*
- **Arnold Threets**, *Richmond Police Department,* Lieutenant
- **Arnold Perkins**, *Ijichi Perkins,* Community Servant
- **Arturo Castillo**, *Contra Costa Public Health Department,* Director
- **Barbara Bysiek**, *Family Stress Center*
- **Barbara Becnel**, *Neighborhood House of North Richmond,* Executive Director
- **Ben Mosley**, *East Bay Works*
- **Beth Waitkus**, *Insight Garden Program,* Prorgram Director
- **Beverley Dickens**, *Beverley Dickens*
- **Bill Shinn**, *Office of Concord City Councilmember Bill Shinn,* City Councilor
- **Bill Heiser**, *Urban Strategies Council,* Program Coordinator
- **Bishop Mady Thomas**, *ThomasTurning Point Recovery*
- **Bob Underwood**, *California Department of Corrections and Rehabilitiation*
- **Bob Cleveland**, *East County Boys and Girls Club*
- **Brian Kalinowski**, *Contra Costa County - Office of the Sheriff*
- **Brian Hogan**, *The Hawkins Center of Rubicon Programs,* Staff Attorney
- **Caroline Kelley**, *Contra Costa County - Department of Child and Support Services,* Public Information Officer
- **Charles Stewart**, *California Department of Corrections and Rehabilitiation*
- **Chris Magnus**, *Richmond Police Department,* Chief
- **Chriss Duenas**, *California Department of Corrections and Rehabilitation*
- **Chuck Carpenter**, *Contra Costa College*
- **Chuer Winston**, *Neighborhood House of North Richmond*
- **Cochise Potts**, *Cochise Potts*
- **Concepcion James**, *Contra Costa Health Services,* Reducing Health Disparities Manager
- **Constance Cooper**, *Grace Bible Fellowship Prison Ministry,* Student /EOPS
- **Cynthia Belon**, *Contra Costa Health Services,* Homeless Program Director
- **Cynthia Haven**, *Contra Costa County Probation Department*
- **D Thompson**, *D Thompson*
- **D Salisbury**, *Centerforce*

- **Danielle Wildkress**, *HomeBase/Center for Common Concern*
- **Daryl Nunley**, *Contra Costa County Probation Department*, Director of Field Operations
- **David Coleman**, *Contra Costa County*, Public Defender
- **David Fraser**, *Contra Costa County Board of Supervisors*, District 5
- **Dawna Vann**, *Contra Costa Health Services*
- **Deborah Dias**, *City of Richmond - Office of Neighborhood Safety*
- **Dee Reyes**, *One Day At A Time*
- **Denise Carey**, *Contra Costa County - Employment & Human Services Department*, SIT Coordinator/SFI Supervisor
- **Denise Howard**, *California Department of Corrections and Rehabilitiation*,
- **Derrick West**, *Contra Costa County*- Custodial ServicesAssistant Custodial Manager
- **Devi Lanphere**, *Atnioch Chamber of Commerce*
- **DeVone Boggan**, *City of Richmond - Office of Neighborhood Safety*, Director
- **Diane Gatewood**, *City of Richmond - Office of Neighborhood Safety*, Community Relations
- **Diane Aranda**, *California Endowment, Greater Bay Area Regional Office*, Program Manager
- **Diane Sanchez**, *The East Bay Community Foundation EBCF*, Director of Grantmaking & Donor Services
- **Don Thompson**, *Gateway AOD Services*
- **Donna Wigand**, *Contra Costa Health Services*
- **Donna Floyd**, *Contra Costa College*
- **Donna Zukauckas**, *Delta 2000*, Community Liaison
- **Dorothy Walls-Stewart**, *Dorothy Walls-Stewart*
- **Dorsey Nun**, *All of Us or None*
- **Dr. Niinana kweku**, *Jamani Project*
- **Dwayne Cooks**, *California Department of Corrections and Rehabilitiation*,Parole Administrator
- **Ed Doikno**, *Contra Costa County Board of Supervisors*, District 5
- **Elaine Pendergast**, *Center for Human Development*
- **Eleanor Thompson**, *Social Progress Inc.*, CEO
- **Eli Moore**, *Pacific Institute*, Associate
- **Eric Blaettler**, *California Department of Corrections and Rehabilitiation*
- **Eric Gavidia**, *Eric Gavidia*
- **Erik Meldrum**, *Contra Costa County Probation Department*
- **Eva Grenier**, *Rubicon Programs Incorporated*
- **Fatima Matal Sol**, *Contra Costa Health Services*,Alcohol and Other Drugs Services Division
- **Federal Glover**, *Contra Costa County Board of Supervisors*, District 5
- **Fermin Rubio**, *California Department of Corrections and Rehabilitiation*
- **Frank Hernandez**, *Contra Costa College*
- **Fred Haywood**, *CDCR - Division of Adult Parole*, Regional Parole Administrator
- **Gary Rapaport**, *Sutter Delta Medical Center*
- **Gary Bell**, *Gary Bell*
- **George Miller**, *District 7 Office of George Miller*, Congressman
- **George Carter III**, *Contra Costa County - Workforce Development Board*, Business Service Representative
- **Gloria Sandoval**, *STAND! Against Domestic Violence*, Executive Director
- **Guy Bjerke**, *City of Concord*, Mayor
- **Hamidiya Cooks**, *All of Us or None*
- **Heather Schiffman**, *Office of District 7 State Senator Mark DeSaulnier*, District Representative
- **Helen Vaughn**, *PPNC*
- **Herman Sally**, *United States Department of Veteran's Affairs*
- **Iris Archuleta**, *Emerald Consulting - UrAtWork, Inc*
- **Jacques Verduin**, *Insight Prison Project*, Executive Director
- **Jael Myrick**, *California State Assembly*, Field Representative
- **James Davis**, *City of Antioch*, Mayor
- **James & Sharon Haynes**, *New Covenant World Ministries*, Pastors
- **Jane Fischberg**, *Rubicon Programs Incorporated*
- **Jared Martin**, *California Department of Corrections and Rehabilitiation*
- **Jason Hemmes**, *Entron*

- **Jay Grover**, *Prison Fellowship Ministries*
- **J Douglas Hollie**, *H.E.A.R.T. 2 H.E.A.R.T., Inc.*
- **Jeannie Cummings**, *Lift Every Voice-FMCH*
- **Jennifer Thompson**, *Insight Prison Project*, Program Manager
- **Jennifer Williams**, *Solar Richmond*, Executive Assistant
- **Jenny Robbins**, *Contra Costa Health Services*, Director
- **Jerry McNerney**, *District 11 Office of Jerry McNerney*
- **Jerry Macy**, *One Day At A Time*
- **Jim Trombley**, *Jim Trombley*, Principle
- **Jim Craft**, *Success Through Self Academy*, Chief of Staff
- **Joan Buchanan**, *California State Assembly*, California State Assembly - District 15
- **Joan Carpenter**, *Contra Costa County Board of Supervisors*, Contra Costa County - Board of Supervisors District 1
- **Joe McCoy**, *City of Richmond - Office of Neighborhood Safety*, Senior Dean of Students
- **Joe Valentine**, *Contra Costa County - Employment & Human Services Department*, Director
- **John Larsen**, *State Board of Parole Hearing*, Judge
- **John Garamendi**, *District 10 Office of John Garamendi*
- **John Va**, *Antioch Police Department*
- **John Battle**, *California Department of Corrections and Rehabilitiation*
- **John Abella**, *Community Health for Asian Americans*
- **John Maldonado**, *John Maldonado*
- **John Gioia**, *Contra Costa County Board of Supervisors*, District 1
- **John VanderKlugt**, *Antioch Police Department*, Lieutenant
- **Johnny Rodriguez**, *One Day At A Time*, Executive Director
- **Joni Canada**, *HomeBase/Center for Common Concern*, Staff Attorney
- **Joseph Villarreal**, *Contra Costa Housing Authority*, Executive Director
- **Joseph Barrett**, *Alpha Technical Training Group*, President
- **Joseph Partansky**, *Joseph Partansky*, California State Assembly member
- **Joyce Edwards**, *Contra Costa College - Catering*
- **Julie Setele**, *Department of Sociology*
- **Junious Williams**, *Urban Strategies Council*, CEO
- **K Cunn**, *County of Contra Costa - Superior Court of California*
- **K Matthews**, *New Horizons*
- **Kanwarpal Dhaliwal**, *RYSE Center*
- **Karen Perkins**, *Ijichi Perkins*
- **Kathie Crawford**, *Kathie Crawford*
- **Kathleen Sullivan**, *City of Richmond - Human Rights Commission*, District Attorney
- **Kathy Jones**, *Economic Opportunity Council*
- **Kathy Prizmich**, *CDCR - Office of Community Partnerships*, Deputy Director
- **Kelly Dunn**, *The Hawkins Center of Rubicon Programs*
- **Kenneth Reynolds**, *Contra Costa College*, EOPS/CARE Outreach Coordinator
- **Kenyatta Arnold**, *Urban Strategies Council*, Program/Research Assistant
- **Kim MacDonald**, *City of Richmond - Office of Neighborhood Safety*
- **Kimberly Aceves**, *RYSE Center*, Co-Executive Director
- **Larry Lewis**, *Richmond Police Activities League*, Executive Director
- **Larry Eberle**, *California Department of Corrections and Rehabilitiation*
- **Larry McQuitta**, *California Department of Corrections and Rehabilitiation*
- **Larry Bowler**, *Presley Group*
- **Larry Crosby**, *Volunteers in Probation*
- **Latressa Alford**, *District 7 Office of George Miller*, Senior District Representative
- **Laura Bowman**, *California State Prison - San Quentin*, Community Partnerships Manager & STAND UP Project Director
- **Laure O'Donnell**, *Contra Costa County - Department of Child and Support Services*
- **Leonard Neal**, *Project I.M.P.A.C.T.*
- **Liliana Melano**, *Stride Center*
- **Linda Woods**, *AODS*

- **Linda Evans**, *All of Us or None,* Lead Organizer
- **Lionel Chatman**, *Contra Costa County Probation Department,* County Probation Officer
- **Lisa Finnie**, *HOPE,* Executive Director
- **Liz Vance**, *Urban Strategies Council,* Program Coordinator
- **Loni Hancock**, *California State Assembly*, California State Senate - District 9
- **Lorenza Hall**, *Mark Morris Associates,* Research Director
- **Lori K. Beath**, *Friends Outside,* Director
- **Lupe Schoenberger**, *Office of District 7 State Senator Mark DeSaulnier,* District Director
- **Luz Gomez**, *Contra Costa County Board of Supervisors,* District Coordinator
- **Lynn Snyder**, *Contra Costa County - Civil Grand Jury*
- **Lynn Baskett**, *John Muir Medical Center*
- **Mae Chan**, *Mae Chan*
- **Malcolm Hoover**, *University of California San Francisco,* Community Partnerships Program
- **Manuel La Fontaine**, *All of Us or None,* Organizer
- **Maricarmen Peoples**, *CDCR - Office of Community Partnerships,* Program Manager
- **Marilyn Langlois**, *City of Richmond - Office of the Mayor*
- **Mark DeSaulnier**, *Office of District 7 State Senator Mark DeSaulnier,* California State Senate - District 7
- **Mark Foisie**, *San Pablo Police Department,* College Vice President
- **Martha Toscano**, *Office of Senator Loni Hancock,* District Representative
- **Mary Rocha**, *Brighter Beginnings,* Community LiasionCoordinator
- **Mathew Summers**, *Antioch Police Department,* Antioch Police Officer
- **McKinley Williams**, *Contra Costa College*
- **Megan Joseph**, *Empact Institute,* Director
- **Melana Paris**, *California Department of Corrections and Rehabilitiation*
- **Michael Starks**, *Bi BettCorp EORC,* Senior Dean of Instruction
- **Michael Tu**, *California Department of Corrections and Rehabilitiation*
- **Michael Katz**, *Richmond Equitable Development Initiative,* REDI Outreach Coordinator
- **Michele Jackson**, *Contra Costa College*
- **Michelle Shutzer**, *Stride Center*
- **Mickey Marchetti**, *Antioch Police Department,* REACH Director
- **Monta Vaca**, *East Bay Works,* WIA Case Manager
- **Mose B Jackson**, *New Covenant World Ministries*
- **Muriel Martin**, *California Department of Corrections and Rehabilitiation*
- **Nakia Cooper**, *Nakia Cooper,* Founder
- **Nancy Thome**, *City of San Pablo*
- **Nancy Skinner**, *California State Assembly*, California State Assembly - District 14
- **Natalio Perm**, *Bi BettCorp ACFF*
- **Norell Wheeler**, *Anka Behavioral Health*
- **Oscar Bobrod**, *Contra Costa County - Office of the Public Defender*
- **Pastor James R. Haynes**, *New Covenant World Ministries*
- **Pat Kaspar**, *The Hawkins Center of Rubicon Programs*
- **Paul Buddenhagen**, *Contra Costa County - Employment & Human Services Department,* Program Manager
- **Paula Hernandez**, *Contra Costa County Probation Department,* Chief Deputy Probation Officer
- **Peggy Holland**, *Sisters Scissy Aprons*
- **Phil Munley**, *Contra Costa County Veterans Service office,* Veterans Services Officer
- **Phil Gottlieb**, *Los Medanos College,* Counselor
- **Phillip Seiler**, *Insight Prison Project*
- **Piper Ehlen**, *HomeBase/Center for Common Concern,* Staff Attorney
- **Priscilla Leadon**, *Contra Costa College*
- **Rayar Joern**, *The Hawkins Center of Rubicon Programs*
- **Rebecca Brown**, *Further the Work,* President
- **Renee Giometti**, *Contra Costa County - Employment & Human Services Department*
- **Rev. Rochelle Frazier**, *Pittsburg United Methodist Church,* Pastor
- **Richard Reveles**, *Greater Richmond Interfaith Program*
- **Richard Jimenez**, *Walden House*

- **Rischa Slade**, *West Contra Costa Youth Service Bureau*, Deputy Director
- **Rob Hope**, *Rubicon Programs Incorporated*, Director of Workforce Services
- **Robert Kochly**, *Contra Costa County Office of the District Attorney*, District Attorney
- **Robert Telles**, *AODS*
- **Robert Wong**, *California State Prison - San Quentin*,
- **Robert Kochly**, *Contra Costa County*, District Attorney
- **Robert Lewis**, *Grace Bible Fellowship Prison Ministry*
- **Robin Lipetzy**, *Contra Costa County - Office of the Public Defender*, Public Defender
- **Roland Schumacher**, *Friends Outside*
- **Ronald Shaw**, *West Contra Costa Youth Service Bureau*
- **Ronell Ellis**, *Ronell Ellis*
- **Ruth Dineen**, *East Bay Center for the Performing Arts*
- **Ryan Geis**, *Antioch Police Department*, Police Officer
- **Sal Garcia**, *City of Richmond - Office of Neighborhood Safety*
- **Sam Vaughn**, *City of Richmond - Office of Neighborhood Safety*
- **Sammi Triolo**, *Insight Garden Program*
- **Sharon Henderson**, *Contra Costa County - Department of Child and Support Services*
- **Sheila White**, *Goodwill Industries of the Greater Bay Area*
- **Sheila Persons**, *Neighborhood House of North Richmond*
- **Sherry Drobner**, *LEAP- City of Richmond*
- **Shirley Marchetti**, *REACH*, Assistant Director
- **Shirley Poe**, *Shirley Poe Consulting*, Principal Consultant
- **Sianne King**, *Sianne King*, Parolee/CCC Student
- **Sibyh Golson**, *California Department of Corrections and Rehabilitiation*
- **Sid Holter, Jr**, *Sid Holter, Jr.*
- **Sims Thompson**, *Sims Thompson*
- **Stacie Rawski**, *California Department of Corrections and Rehabilitiation*
- **Stacy Vann**, *Henkels & McCoy*
- **Stanley Wade**, *Stride Center*
- **Stephen Baiter**, *Workforce Development Board of Contra Costa County, Executive Director*
- **Steve Albanese**, *Pittsburg Police Department*, Sergeant
- **Steve Spiker**, *Urban Strategies Council*, Director of Research & Technology
- **Susun Kim**, *Bay Area Legal Aid*
- **Taalia Hasan**, *West Contra Costa Youth Service Bureau*, Executive Director
- **Tamara Walker**, *Richmond Police ActivitiesLeague*, Program Director
- **Teresa Hernandez-Cain**, *Teresa Hernandez-Cain*, Independent Beauty Consultant
- **Terrance Cheung**, *Contra Costa County Board of Supervisors*, Chief of Staff
- **Terri Phillips**, *California Department of Corrections and Rehabilitiation*
- **Terri Waller**, *State Senator - Asembly woman Loni Hancock's office*, District Director
- **Thomas Scruggs**, *Contra Costa County Office of Education*, Principal
- **Tim Ewell**, *Contra Costa County- Public Administrator*, Senior Management Analyst
- **Timothy Grayson**, *City of Concord - Police Department*, CEO
- **Tiombe Mashama**, *Contra Costa Health Services*, Community Health Education Coordinator
- **Todd Billeci**, *Contra Costa County Probation Department*, Director of Field Operations
- **Tom Torlakson**, *California State Assembly*, California State Assembly - District 11
- **Tracy Reed**, *Greater Richmond Interfaith Program*,
- **Tyree Foster**, *Neighborhood House of North Richmond*, Case Manager
- **Vallee Suennen**, *Anka Behavioral Health*
- **Vernon H. Williams III**, *The Williams Group, Inc.*, Executive Director
- **Vicki Ferguson**, *Contra Costa College*
- **Viril Matheny**, *California Department of Corrections and Rehabilitiation*
- **Ward Allen**, *P/G*
- **Warren Rupf**, *Contra Costa County*, Sheriff
- **William Enriquez**, *California Department of Corrections and Rehabilitiation*
- **William Walker**, *Contra Costa Health Services*, Director and Health Officer
- **Wyman Chan**, *California Department of Corrections and Rehabilitiation*

- **Yuri Saito**, *United States Department of Veteran's Affairs*
- **Yvette McCollumn**, *Contra Costa County Probation Department*
- **Yvonne Mau**, *Rubicon Programs Incorporated*

Appendix 7: Definitions of Recidivism

There are many different definitions of recidivism. While most definitions contain the element of return to incarceration, there is considerable variance in how technical violations of the conditions of probation or parole that lead to re-incarceration are handled or how incarceration on a new charge leading to confinement in county jail when the prior incarceration was in state prison. Additionally, some definitions include an element of time in terms of the time period between release and re-incarceration. Given the variations in definitions, it is important for stakeholders to develop a general definition of recidivism. It may also be necessary to adjust that definition for different program purposes and funding opportunities. Below we present several definitions of recidivism.

Department of Justice, Office of Justice Programs:

National Institute for Justice:

Criminal recidivism refers to reoffending or repeated criminal behavior and may be measured as self-reported offenses, arrests and/or convictions.

http://www.ojp.usdoj.gov/nij/glossary-terms/recidivism.htm

Bureau of Justice Assistance:

A return to prison and/or jail with either a new conviction or as the result of revocation of the terms of supervision within 12 months of initial release.

http://www.nationalreentryresourcecenter.org/documents/0000/0621/SCA_Adult_Mentoring_Grid_FINAL_07_13_10.pdf

California Department of Corrections and Rehabilitation

The CDCR Office of Research, JRB, working in conjunction with DJJ, developed the following definition for a recidivist:

> An individual previously adjudicated of a crime, committed to the CDCR's DJJ, released to parole or directly discharged and who was subsequently arrested in California, returned/recommitted to DJJ, or returned/committed to the Division of Adult Institutions (DAI) during a specified follow-up period of time, independent of his/her discharge status on the initial commitment.

http://www.cdcr.ca.gov/Reports_Research/docs/Recidivism%20Report.FY0405.%20FINAL.DJJ.pdf

The 'Lectric Law Library

Recidivism means the rearrest, reconviction, or reincarceration of former inmates. Recidivism is the critical outcome variable in corrections, but assessing recidivism is a very complex measurement problem. Re-admission to prison is the most conservative measure; most studies use arrest for a new crime.

http://www.lectlaw.com/def3/r0066.htm

Other dictionary definitions:

- Habitual or chronic relapse of criminal or antisocial offenses.

  (http://www.english-test.net/gmat/vocabulary/words/101/gmat-definitions.php#recidivism)

- A repeated relapsing into criminal or delinquent behavior.

  (http://www.thefreedictionary.com/recidivism)

- Habitual relapse into crime.

  (http://www.thefreedictionary.com/recidivism)

Appendix 8: Reentry Networks in California

Jurisdiction	Created By:	Housed	Structure	Funding Source
San Francisco County: Reentry Council of the City and County of San Francisco	County Ordinance	Public Defender's Office (Co-chairs from the following offices: Public Defender, District Attorney, Sheriff and Mayor)	• Full council • Subcommittee on Civil Rights & Civil Engagement of Formerly Incarcerated Individuals • Subcommittee on Community Justice & Alternatives to Incarceration • Subcommittee on Health & Well Being of Currently and Formerly	

Jurisdiction	Created By:	Housed	Structure	Funding Source
			Incarcerated Individuals • Subcommittee on Self-Sufficiency of Currently and Formerly Incarcerated Individuals • Subcommittee on Welfare & Safety of Families, Victims, & Communities	
Alameda County: Alameda County Reentry Network	Voluntary agreement of elected, public agencies and nonprofit groups	Community-Based Organization	• Decision Makers Table • Coordinating Council • Jail Implementation Committee • Prison Implementation Committee • Training and professional Development Committee	• Foundations • Second Chance Act Grant
San Mateo County: ACHIEVE 180	Voluntary agreement between Board of Supervisors and various county departments	County Manager's Office	Transition Planning Team	• Second Chance Act Grant • County
San Diego County: SB618 Prisoner Reentry Program	SB 618: joint effort between the state, county and community agencies	County District Attorney's Office		

Appendix 9: Funding Sources for Reentry

Government

1. SB 678: California Community Corrections Performance Incentives Act of 2009
2. Department of Justice www.justice.gov
    a. Second Chance Act
3. California Emergency Management Agency www.oes.ca.gov
4. Office of Juvenile Justice and Delinquency Prevention www.ojjdp.gov

Comment [bb4]: Additional funding

Foundations

1. The Ford Foundation www.fordfoundation.org
2. The California Endowment www.calendow.org
3. The California Wellness Foundation www.calwellness.org
4. Hewlett Foundation www.hewlett.org
5. Evelyn & Walter Haas Jr. Fund www.haasjr.org
6. The Gleitsman Foundation www.gleitsman.org

End Notes

[i] Western, Bruce, "Reentry," *Boston Review* (July/August 2008)

[ii] California Department of Corrections and Rehabilitation – Division of Juvenile Justice, http://www.cdcr.ca.gov/Reports_Research/docs/research/JUNE2009-CHARACTERISTICS.pdf (July 6, 2010).

[iii] Bruce, "Reentry," *Boston Review*

[iv] Pew Center on States, 1 in 31: The Long Reach of American Corrections – California Fact Sheet," http://www.pewcenteronthestates.org/uploadedFiles/wwwpewcenteronthestatesorg/Fact_Sheets/PSPP_1in31_factsheet_CA.pdf (Jan. 25, 2011).

[v] Pew Center on States, 1 in 31: The Long Reach of American Corrections – California Fact Sheet," http://www.pewcenteronthestates.org/uploadedFiles/wwwpewcenteronthestatesorg/Fact_Sheets/PSPP_1in31_factsheet_CA.pdf (Jan. 25, 2011).

[vi] California Department of Corrections and Rehabilitation – Division of Juvenile Justice, *Population Characteristics Report – June 2009*, http://www.cdcr.ca.gov/Reports_Research/docs/research/JUNE2009-CHARACTERISTICS.pdf (July 6, 2010).

[vii] California Department of Corrections and Rehabilitation, Offender Information Services Branch, Estimates and Statistical Analysis Section, Data Analysis Unit,. *California Prisoners and Parolees, 2008: Summary Statistics on Adult Felon Prisons and Paroles, Civil Narcotic Addicts and Outpatients and Other Populations*, http://www.cdcr.ca.gov/Reports_Research/Offender_Information_Services_Branch/Annual/CalPris/CALPRISd2008.pdf.

[viii] CS Possession for Sale, Sales, Manufacturing; Marijuana Possession for Sale, Sale; CS Possession, CS Other; Hashish Possession; Marijuana Other.

[ix] California Department of Corrections and Rehabilitation, Offender Information Services Branch, Estimates and Statistical Analysis Section, Data Analysis Unit,. *California Prisoners and Parolees, 2008: Summary Statistics on Adult Felon Prisons and Paroles, Civil Narcotic Addicts and Outpatients and Other Populations*, http://www.cdcr.ca.gov/Reports_Research/Offender_Information_Services_Branch/Annual/CalPris/CALPRISd2008.pdf. Returns within two years include returns within one year.

[x] Rosenfeld, R., Wallman, J., Ferrango, R.J., "The Contribution of Offenders to Crime Rates," in Travis, J.; Visher, C, eds., *Prisoner Reentry and Public Safety in America*, (New York: Cambridge University Press, 2005), 80-104.

Contra Costa County Reentry and Reintegration Collaborative (CCCRRC) Strategic Plan Update

Presentation to The Contra Costa County Board of Supervisors

March 22, 2011

Prepared by: Urban Strategies Council and

Ijichi Perkins & Associates

Overview

- Background
- Definition of Recidivism, Reentry and Reintegration
- Reentry Population in the County
- Estimates of Reentry Population Service Needs
- Policy and System Recommendations
- Strategic Plan
- CCCRRC Vision, Mission and Infrastructure
- Program Recommendations
- Funding Sources
- Next Steps

Reentry Planning Initiative Background

- Initiated by DeVone Boggan, Director of the Richmond Office of Neighborhood Safety (ONS), in collaboration with Supervisors John Gioia and Federal Glover
- The ONS secured funding from The California Endowment to hire Urban Strategies Council (Council) and Ijichi Perkins & Associates (IPA) to facilitate planning process
- Purpose was to develop a Reentry Strategic Plan to improve coordination and collaboration among reentry stakeholders, and ultimately to improve outcomes and reduce recidivism for the formerly incarcerated residents of Contra Costa County.

Planning Initiative Process

- Convened stakeholders including county, city and state agencies, elected officials, service providers, law enforcement, corrections, formerly incarcerated individuals, community-based organizations and residents from across the county
- During the period from August 2009 through July 2010, the Initiative convened 14 meetings of approximately 200 stakeholders
- During process, Task Force facilitated two federal Second Chance Act applications—not awarded funds, but developed a juvenile reentry plan

Task Force Membership

County Departments

Tiombe Mashama/ Fatima Matal Sol/ Cynthia Belon, **Health Services**

Tim Ewell, **County Administrator**

Paula Hernandez, **Probation**

Robert Kochly, **District Attorney**

Robin Lipetzy, **Public Defender**

Caroline Kelly, **Department of Child Support**

George Carter, **Workforce Development Board**

Task Force Membership

Reentry Service Providers

- *Brian Hogan/Eva Grenier*, **Rubicon Programs**
- *Adam Poe*, **Bay Area Legal Aid**
- *Barbara Becnel*, **Neighborhood House**
- *Kimberly Aceves*, **RYSE Center**
- *Piper Ehlen*, **HomeBase**
- *Vernon Williams/Megan Joseph*, **Williams Group Inc./Empact Institute**

Task Force Membership

Elected and/or City Officials

- *David Fraser*, **Supervisor Federal Glover**
- *Terrance Cheung*, **Supervisor John Gioia**
- *Terri Waller*, **State Senator Loni Hancock**
- *Heather Schiffman*, **State Senator Mark DeSaulnier**
- *Devone Boggan*, **Richmond ONS**
- *Bill Shinn*, **Concord City Council**

Task Force Membership

Law Enforcement

- *Alec Griffin*, Richmond PD
- *John Vanderklaut*, Antioch PD
- *Steve Albanese*, Pittsburg PD
- *Brian Kawlinowski*, Contra Costa Sheriff Dept.

State Agencies & Departments

- *Dwayne Cooks*, CDCR – Parole Division

Task Force Membership

Formerly Incarcerated

- *Sam Vaughn*, Richmond ONS
- *Dee Reyes*, One Day at a Time
- *Leonard Rubio*

Other

- *Ken Reynolds,* Contra Costa Community College
- *Linda Beth*, Contra Costa Council

What Is Recidivism (cont.)?

The 'Lectric Law Library

Recidivism means the re-arrest, reconviction, or re-incarceration of former inmates. Recidivism is the critical outcome variable in corrections, but assessing recidivism is a very complex measurement problem. Re-admission to prison is the most conservative measure; most studies use arrest for a new crime.

What Is Recidivism (cont.)?

U.S. Department of Justice, Office of Justice Programs definitions:

National Institute for Justice:

Criminal recidivism refers to re-offending or repeated criminal behavior and may be measured as self-reported offenses, arrests and/or convictions.

Bureau of Justice Assistance:

A return to prison and/or jail with either a new conviction or as the result of revocation of the terms of supervision within 12 months of initial release.

What Is Reentry and Reintegration?

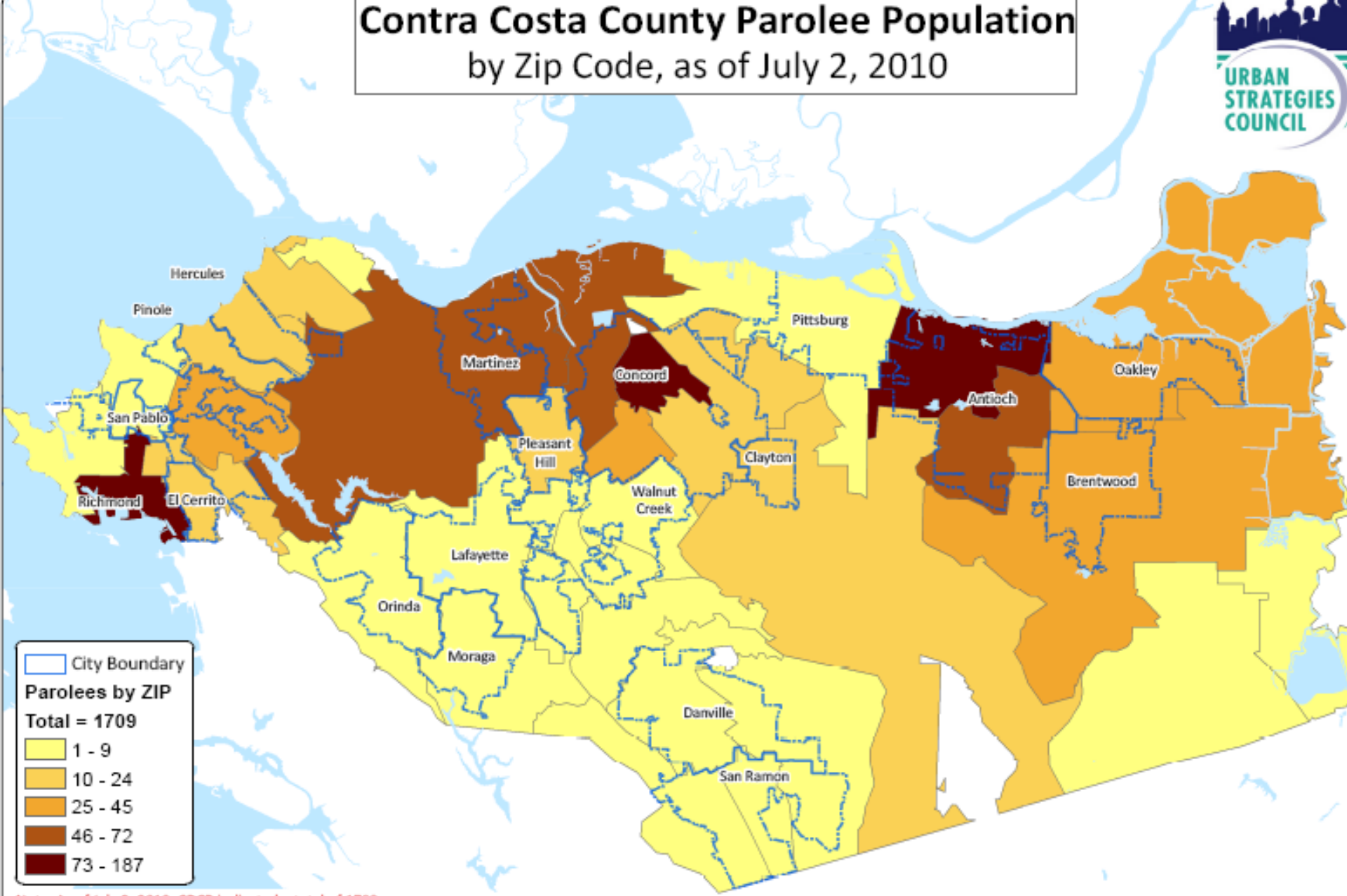
The Initiative defines **reentry and reintegration** as a process, beginning at the time of adjudication, which plans for and provides the necessary services and supports to enable the formerly incarcerated individual to reenter the community, achieve stability, successfully reintegrate back into family and community life, and to complete probation and parole without being re-incarcerated.

2009 Contra Costa County Reentry Population Summary Table (July 6, 2010)

	Parole	Probation	Total
Adult	1419	2719	4138
Juvenile	52	3128	3180
Total	1471	5847	7318

Contra Costa County Parolee Population

by Zip Code, as of July 2, 2010

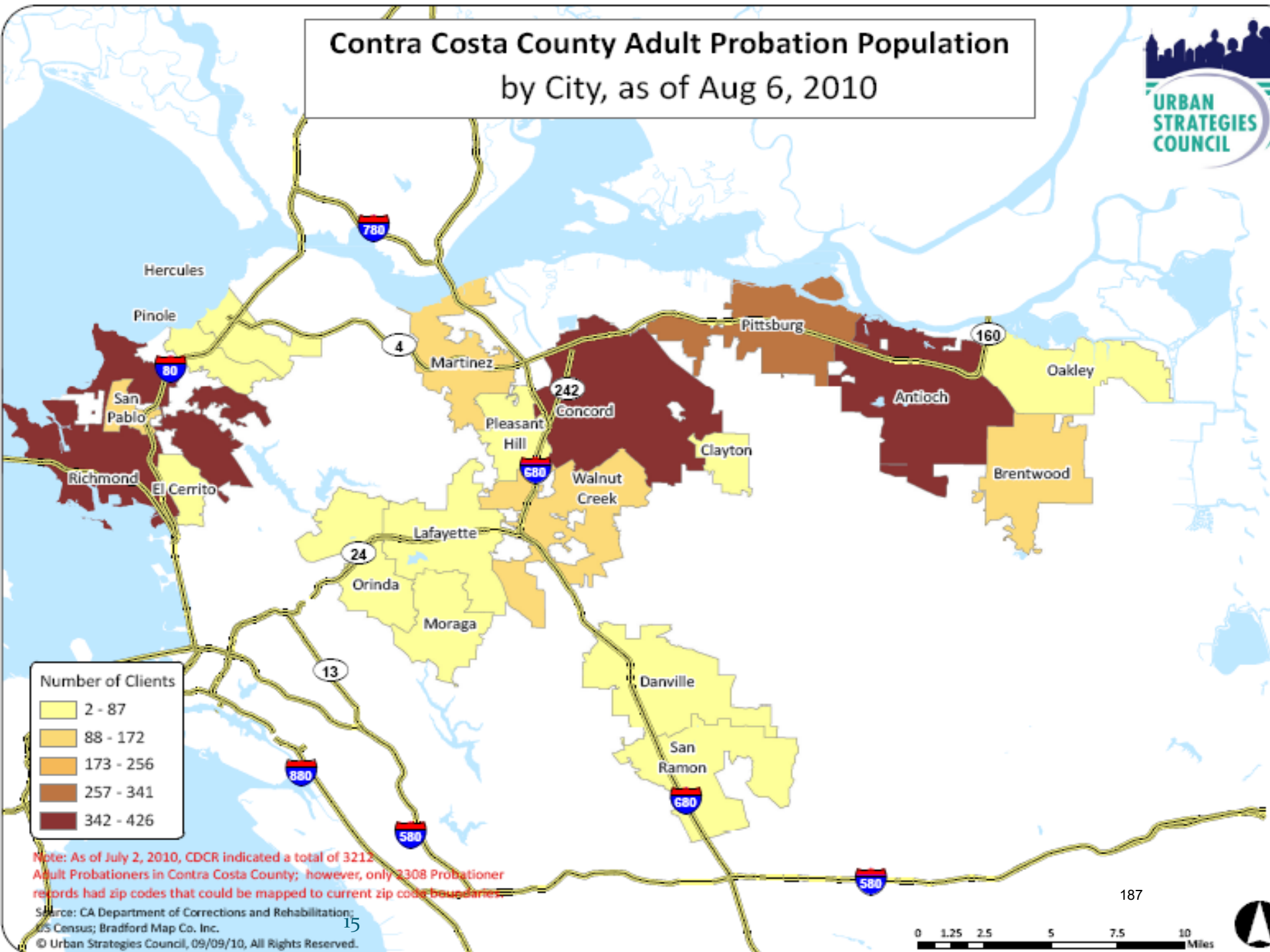


Note: As of July 2, 2010, CDCR indicated a total of 1709 parolees in Contra Costa County; however, only 1040 parolee records had zip codes that could be mapped to current zip code boundaries.

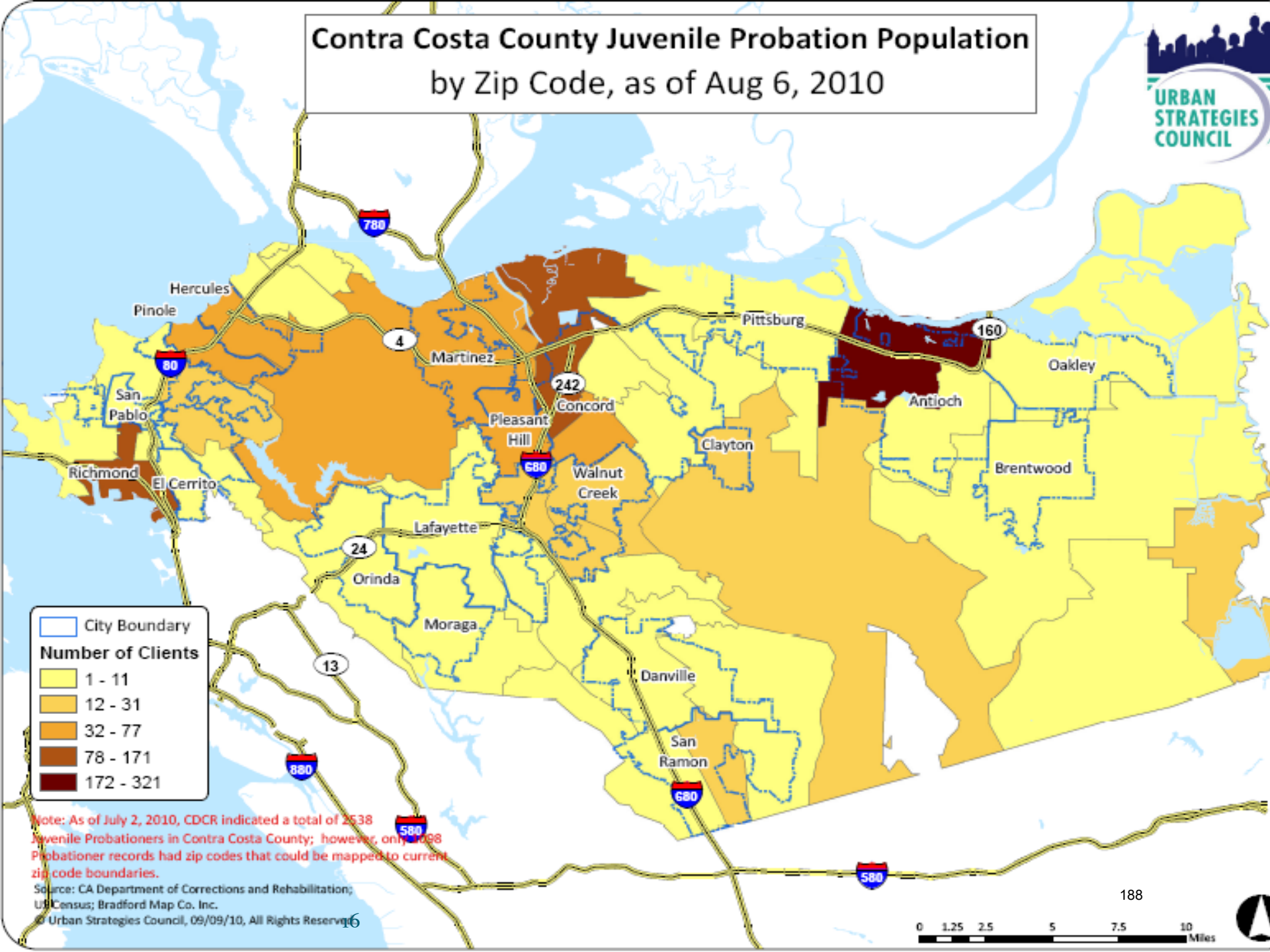
Source: CA Department of Corrections and Rehabilitation; US Census; Bradford Map Co. Inc.

© Urban Strategies Council, 07/09/10, All Rights Reserved.

0 1.25 2.5 5 7.5 10 Miles


Contra Costa County Adult Probation Population
by City, as of Aug 6, 2010
URBAN STRATEGIES COUNCIL
Hercules
Pinole
San Pablo
Richmond
El Cerrito
Martinez
Pleasant Hill
Concord
Pittsburg
Antioch
Oakley
Brentwood
Clayton
Walnut Creek
Lafayette
Orinda
Moraga
Danville
San Ramon
780
80
4
242
680
160
24
13
880
580
Number of Clients
2 - 87
88 - 172
173 - 256
257 - 341
342 - 426
Note: As of July 2, 2010, CDCR indicated a total of 3212 Adult Probationers in Contra Costa County; however, only 2308 Probationer records had zip codes that could be mapped to current zip code boundaries.
Source: CA Department of Corrections and Rehabilitation; US Census; Bradford Map Co. Inc.
© Urban Strategies Council, 09/09/10, All Rights Reserved.
0 1.25 2.5 5 7.5 10 Miles

Contra Costa County Juvenile Probation Population
by Zip Code, as of Aug 6, 2010



Note: As of July 2, 2010, CDCR indicated a total of 2538 Juvenile Probationers in Contra Costa County; however, only 2098 Probationer records had zip codes that could be mapped to current zip code boundaries.

Source: CA Department of Corrections and Rehabilitation; US Census; Bradford Map Co. Inc.

© Urban Strategies Council, 09/09/10, All Rights Reserved

Reentry Service Needs Estimates

For approximately 4,138 adult parolees and probationers in Contra Costa County, based on available research, we estimate the following service needs:

- **Substance Abuse**: 3,062 treatment spaces
- **Employment**: 2,482 job placements
- **Housing**: 1,241-2,069 housing placements
- **Health Services**: 662 primary care slots
- **Education**: 1,696 adult education spaces
- **Family Services**: 2,274 parolees and probationers may need family counseling, support or reunification assistance

Policy Recommendations to the Board of Supervisors

1. The Board should adopt the Contra Costa County Reentry Strategic Plan as the county's official strategic plan for reentry.
2. The Board should adopt the CCCRRC as the countywide mechanism for coordination and implementation of the strategic plan.
3. The Board should designate a single county agency to house the CCCRRC and to provide leadership and administrative support for its operations, and to coordinate the support of other county and governmental agencies, non-profit, faith-based and business partners, and community residents in achievement of the goals and objectives set forth in the strategic plan.

Strategic Plan Outline

- Part I: Vision and Purpose
- Defining Reentry and Reintegration
- Vision, Mission and Values Statement
- Vision Statement
- Mission Statement
- Principles and Values
- Goals and Objectives

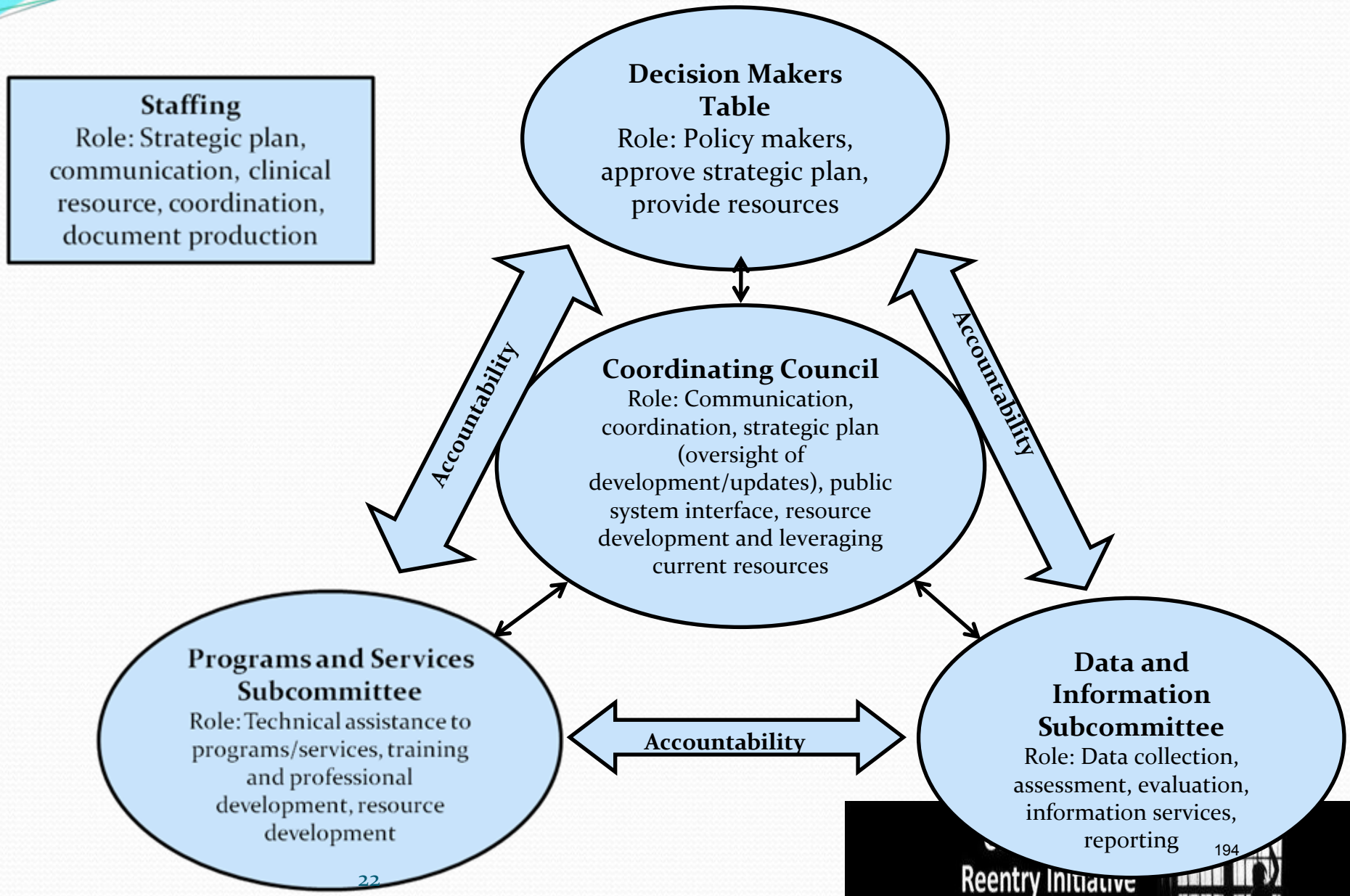
CCCRRC Vision Statement

Individuals released from incarceration into communities in Contra Costa County will become part of an integrated and supportive service network comprised of community-based organizations, government and public agencies, and the broader community. This network will jointly create pathways for the successful reentry and reintegration of formerly incarcerated individuals back into the community.

CCCRRC Mission Statement

The primary mission is to engage and support individuals, families, and communities in transitioning formerly incarcerated individuals to become active and impactful members of their communities. CCCRRC will accomplish this mission through the development and support of necessary public policy, public safety, community awareness and services.

CCCRRC Infrastructure



Program Recommendations to CCCRRC

- Reentry Process
- Service Delivery System
- Education and Computer Literacy
- Financial Literacy and Services
- Employment
- Mental Health
- Substance Abuse
- Health
- Mentoring/Community Engagement
- Housing
- Legal Services

Program Recommendations to CCCRRC (cont.)

Reentry Process

The reentry process includes several stages: sentencing, incarceration, pre-release, release and reentry. **Risk and needs assessment** should be conducted at sentencing and adjusted throughout to meet the needs of the individual.

Service Delivery System

Develop a system of **sufficient capacity** to meet the needs of the formerly incarcerated that will include trainings and professional development for service providers and county employees.

Education and Computer Literacy

Offer appropriate **educational and computer skills training** programs to both inmates and the formerly incarcerated.

Financial Literacy and Services

Provide **basic financial literacy** to the formerly incarcerated and connect them with financial services such as credit and budget counseling, bank accounts, public benefits and tax preparation assistance.

Program Recommendations to CCCRRC (cont.)

Employment

Develop and **enhance job training and certificate programs** targeted at the formerly incarcerated.

Develop and implement a county "Ban the Box" policy to remove the question about criminal records from county employment applications during the initial application stage of the hiring process except for certain identified sensitive positions in public safety and children's services or as determined by the agency. Policies vary across jurisdictions but have some of the following elements:

- delete the criminal background question from initial application;
- ensure that federal law, which requires that a conviction be "substantially related" to job responsibilities, is enforced;
- perform a background check once the candidate is selected or determined to be a serious prospect;
- identify all positions for which background checks will be conducted due to the nexus between offenses and job duties, or as required by law;
- consider the gravity of the offense, the age of the candidate at the time of the offense, and how much time has elapsed since the conviction and the application;
- the right of the applicant to be notified that they were disqualified because of information in the background check and the right of the applicant to correct information and appeal the decision. Candidates for jobs with conviction restrictions can be notified of such restrictions in position announcements; and
- apply the policy to county/city vendors and contractors.

Program Recommendations to CCCRRC (cont.)

Mental Health

Identify individuals requiring **mental health services prior to release and develop a transition process** that will allow for the seamless transfer of medical records between institutions. Connect youth to the Contra Costa County Mental Health Services Act (MHSA) Transition Age Youth (TAY) program.

Substance Abuse

Improve the coordination of and **access to substance abuse services** for the reentry population **beginning at the pre-release stage**. Provide technical support to Addiction Recovery Counselors to ensure that inmates suffering from substance abuse receive an integrated approach to treatment during and after incarceration.

Health

Create an **internal committee to coordinate all health issues**. Implement a system for providing the reentry population with health services, including transfer of medical records, connecting them to services and establishing reimbursement mechanisms.

Program Recommendations to CCCRRC (cont.)

Mentoring/Community Engagement

Create a task force dedicated to exploring **structured mentoring opportunities** and evidence-based practices specific to addressing the needs of formerly incarcerated individuals. Identify and obtain financial support to develop, evaluate and sustain mentoring efforts.

Housing

Involve the inmate, community-based case manager and parole/probation officer in the **pre-release planning process to identify housing opportunities.** Collaborate with the housing authority to implement policies that remove barriers to housing.

Legal Services

Connect the reentry population to **free and low-cost legal services** including family court order modifications, housing, "Clean Slate" clinics, Homeless Court and Traffic Court. Create reentry courts, drug courts, mental health courts and alternatives to incarceration/diversion programs.

Funding Resources

Government

- SB 678: California Community Corrections Performance Incentives Act of 2009
- Department of Justice www.justice.gov
  - Second Chance Act
- California Emergency Management Agency www.oes.ca.gov
- Office of Juvenile Justice and Delinquency Prevention www.ojjdp.gov

Foundations

- Rosenberg Foundation www.rosenfound.org/
- The California Endowment www.calendow.org
- The California Wellness Foundation www.calwellness.org
- Hewlett Foundation www.hewlett.org
- Evelyn & Walter Haas Jr. Fund www.haasjr.org
- The Ford Foundation www.fordfoundation.org
- The Gleitsman Foundation www.gleitsman.org

Next Steps

- Action by the Board of Supervisors
- If you have any questions or comments regarding the strategic plan, please contact:

  Terrance Cheung:
  Terrance.Cheung@bos.cccounty.us

  David Fraser:
  David.Fraser@bos.cccounty.us

C. 1

To: **Board of Supervisors**

From: **Julia R. Bueren, Public Works Director/Chief Engineer**

Date: **March 22, 2011**

Contra Costa County

Subject: ACCEPTANCE and Giving Notice of Completion of Contract for the State Route 4 Bypass, Segment 3 Rubberized Hot Mix Asphalt Overlay project

---

RECOMMENDATION(S):

ADOPT Resolution No. 2011/106 accepting as complete the contracted work performed by A. Teichert & Son, Inc., doing business as Teichert Construction (Teichert), for the State Route 4 Bypass, Segment 3, Rubberized Hot Mix Asphalt Overlay project, as recommended by the Public Works Director.

FISCAL IMPACT:

The total cost for this project will be approximately $1,765,000 and will be funded by 97% American Recovery Reinvestment Act funds and 3% East Contra Costa Regional Fee and Financing funds.

BACKGROUND:

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of November 17, 2010.

CONSEQUENCE OF NEGATIVE ACTION:

The contractor will not be paid and acceptance notification will not be recorded.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: Nancy Wein, 925-313-2275

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: March 22, 2011

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

By: , Deputy

cc:

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 03/22/2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2011/106

In the Matter of Accepting and Giving Notice of Completion of Contract for the State Route 4 Bypass, Segment 3, Rubberized Hot Mix Asphalt Overlay project, Brentwood area (District III). Project No. 0662-6R4256.

The Board of Supervisors of Contra Costa County RESOLVES that: The County of Contra Costa on September 14, 2010, contracted with A. Teichert & Son, Inc., doing business as Teichert Construction (Teichert) for work generally consisting placing a 0.15 foot overlay of Rubberized Asphalt Concrete on existing pavement in the Brentwood area, with Safeco Insurance Company of America as surety, for work to be performed on the Marsh Creek Road; and
The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of November 17, 2010.

Now, Therefore, be it resolved said work is ACCEPTED as complete on said date, and the Clerk shall file with the County Recorder a copy of this resolution and Notice as a Notice of Completion for said contract.

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: Nancy Wein, 925-313-2275

ATTESTED: March 22, 2011

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

By: , Deputy

cc:

C. 2

To: **Board of Supervisors**

From: **Julia R. Bueren, Public Works Director/Chief Engineer**

Date: **March 22, 2011**

Contra Costa County

Subject: Accepting completion of improvements for road improvement agreement, land use permit LP 08-02044

RECOMMENDATION(S):

ADOPT Resolution No. 2011/109 accepting completion of improvements for road improvement agreement, land use permit LP 08-02044 as recommended by the Public Works Director, Bay Point area. (District V)

FISCAL IMPACT:

No Fiscal Impact.

BACKGROUND:

The developer completed the road improvements as required in the improvement plans and in conformance with the County Ordinance Code, per the road improvement agreement.

CONSEQUENCE OF NEGATIVE ACTION:

The road improvements will not be accepted as complete and the maintenance/warranty period will not begin.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

Contact: J. LaRocque, (925) 313-2315

Supervisors

By: , Deputy

cc: M. Sinz, Engineering Services, M. Valdez, M & T, T. Rhys, Construction, J. Capozzo, Engineering Services, H. Finch, Maintenance, R. Hutchins, Records

Recorded at the request of: **Board of Supervisors**
Return To: **Public Works Engineering Services Division**

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

Adopted this Resolution on 03/22/2011 by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
RECUSE:	

Resolution No. 2011/109

Accepting completion of improvements for road improvement agreement, land use permit LP 08-02044 as recommended by the Public Works Director, Bay Point area. (District V)

These improvements are approximately located on Willow Pass Road, Bailey Road and North Broadway Avenue.

The Public Works Director has notified this Board that the road improvements in land use permit LP 08-02044 have been completed as provided in the road improvement agreement with Aventine Development Corporation, heretofore approved by this Board.

NOW THEREFORE BE IT RESOLVED that the improvements have been COMPLETED as of March 22, 2011 thereby establishing the six month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT NAME OF BANK/SURETY May 18, 2010 Western Surety Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for offsite public improvements for $170,500.00, Bond No. 929473098 issued by the above surety be RETAINED for the six month lien guarantee period until September 22, 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 the payment (labor and materials) surety for onsite private improvements for $24,000.00, Bond No. 929501110 issued by the above surety be RETAINED for the six month lien guarantee period until September 22, 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 the beginning of the warranty period is hereby established, and the $3,890.00 cash deposit (Auditor's Deposit Permit No. 548387, dated April 19, 2010) made by Huff Construction Company, Inc. and the performance/maintenance surety rider for offsite public improvements for $50,640.00, Bond No. 929501110 issued by Western Surety Company be RETAINED pursuant to the requirements of Section 94 4.406 of the Ordinance Code until release by this Board;

BE IT FURTHER RESOLVED that the performance/maintenance surety for onsite private improvements for $47,520.00, Bond No. 929501110 issued by Western Surety Company be RELEASED pursuant to the requirements of Section 94-4.406 of the Ordinance Code.

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, (925) 313-2315

ATTESTED: March 22, 2011

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

By: , Deputy

cc: M. Sinz, Engineering Services, M. Valdez, M & T, T. Rhys, Construction, J. Capozzo, Engineering Services, H. Finch, Maintenance, R. Hutchins, Records

C. 3

To: **Board of Supervisors**

From: **Julia R. Bueren, Public Works Director/Chief Engineer**

Date: **March 22, 2011**

Contra Costa County

Subject: Accepting completion of warranty period and release of cash deposit under the Road Improvement Agreement for road acceptance RA 05-01188

RECOMMENDATION(S):

ADOPT Resolution No. 2011/112 accepting completion of warranty period and release of cash deposit under the Road Improvement Agreement for road acceptance RA 05-01188 (cross-reference Subdivision SD 90-07562), for project being developed by Shea Homes Limited Partnership, as recommended by the Public Works Director, Oakley area. (District V)

FISCAL IMPACT:

The action will allow the County to reimburse the cash bond in the amount of $7,481.00 less staff cost.

BACKGROUND:

The road improvements have met the guarantee performance standards for the warranty period following completion and acceptance of the improvements.

CONSEQUENCE OF NEGATIVE ACTION:

The developer will not receive a refund of their cash deposit the Road Improvement Agreement and performance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: J. LaRocque, (925) 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: March 22, 2011

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

By: , Deputy

cc: M. Sinz, Engineering Services, M. Mann, Finance, T. Rhys, Construction, J. Capozzo, Engineering Services, C. Sumpter, DCD

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 03/22/2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2011/112

Accepting completion of warranty period and release of cash deposit under the Road Improvement Agreement for road acceptance RA 05-01188 (cross-reference Subdivision SD 90-07562), for project being developed by Shea Homes Limited Partnership, as recommended by the Public Works Director, Oakley area. (District V)

On August 5, 2008, this Board resolved that the improvements for road acceptance RA 05-01188 were completed as provided in the Road Improvement Agreement with Shea Homes Limited Partnership, and now on the recommendation of the Public Works Director;

The Board hereby FINDS that the improvements have satisfactorily met the guaranteed performance standards for the period following completion and acceptance.

NOW THEREFORE BE IT RESOLVED that the Public Works Director is AUTHORIZED to.

• PAY $2,000.00 to Contra Costa County Public Works Department for reimbursement of (Auditor's Deposit No. 461684 Dated April 4, 2006) fees taken from the $7,481.00 cash deposit ((per developer's written permission dated March 1, 2011 and in accordance with the Road Improvement Agreement)).

BE IT FURTHER RESOLVED that the warranty period has been completed and the Road Improvement Agreement and performance/maintenance surety bond issued by Safeco Insurance Company of America, Bond No. 6399475, dated March 16, 2006, are EXONERATED.

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

Contact: J. LaRocque, (925) 313-2315

ATTESTED: March 22, 2011

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

By: , Deputy

cc: M. Sinz, Engineering Services, M. Mann, Finance, T. Rhys, Construction, J. Capozzo, Engineering Services, C. Sumpter, DCD

WRITE IT, DON'T SAY IT

Completed S-Code(s)

March 9, 2011
(Date)

TO: Michael Mann, Finance Division

FROM: John Capozzo, Engineering Services Division JC

SUBJECT: Completed S-Code – Liquidation of Costs, Refund of Balance and Closure

---

Development No.: SD 90-07562

Billing Account No.: 14573

Developer: Shea Homes Limited Partnership

Address: 2580 Shea Center Drive
Livermore, CA 94550

Tax ID No.: ~~n/a~~ 95-424-0219

Please close the following Public Works Department's S-code(s) and refund any excess funds in this task to the developer.

SD 90-07562
RA 05-01188
EL 06-21655

I have checked with the processing engineer to confirm this stage of the permit is complete.

If you have any questions, I can be contacted at (925) 313-2352.

Thank you.

G:\EngSvc\Forms\Eng Tech Desk\Finance - Closure of S-Code (yellow).doc
cc: J. Larocque, Engineering Service Division
File

Project Balance by Agency

This report is based only on Labor/Cost (Billable) records. All permits within any selected billing account are listed.

Billing Account:

		CD	PW	Total
14573	ACTIVE			
SD90-07562	ACTIVE	0.00	0.00	0.00
		0.00	0.00	**0.00**

Deposits:

	CD	PW	
SD90-07562	0.00	500.00	500.00
	0.00	500.00	**500.00**

Net Balance on Account: **$500.00**

Performance Bonds:

SD90-07562 0.00

apply to RA 05-01188

834.99
500.00
1334.99

Project Balance by Agency

This report is based only on Labor/Cost (Billable) records. All permits within any selected billing account are listed.

Billing Account:

29517	ACTIVE	CD	PW	Total
RA05-01188	ACTIVE	0.00	-1,795.81	-1,795.81
EL06-21655	ACTIVE	0.00	0.00	0.00
		0.00	-1,795.81	**-1,795.81**

Deposits:

	CD	PW	
RA05-01188	0.00	0.00	0.00
	0.00	0.00	**0.00**

Net Balance on Account: **-$1,795.81**

Performance Bonds:

EL06-21655	1,500.00
RA05-01188	7,481.00

1,795.81 JBS Current balance for RA05-1188
460.82 PAID - NOT ON JBS YET
1,334.99 → ST
1,500.00 (+) Balance SD 7562
834.99
500.00 Deposit for Slava and Jocelyn
$1,334.99

COUNTY OF CONTRA COSTA – GENERAL RECEIPT

DEPT: 4503 | 3/7/11 | THIS COPY IS NOT A RECEIPT | G 1294119

four hundred sixty and ~~eighty~~ 82/100 DOLLARS $ 460.82

FOR BA# 29517 Permit # RA05-01188 ck# 35275321

0651-9660-REV-6L085H

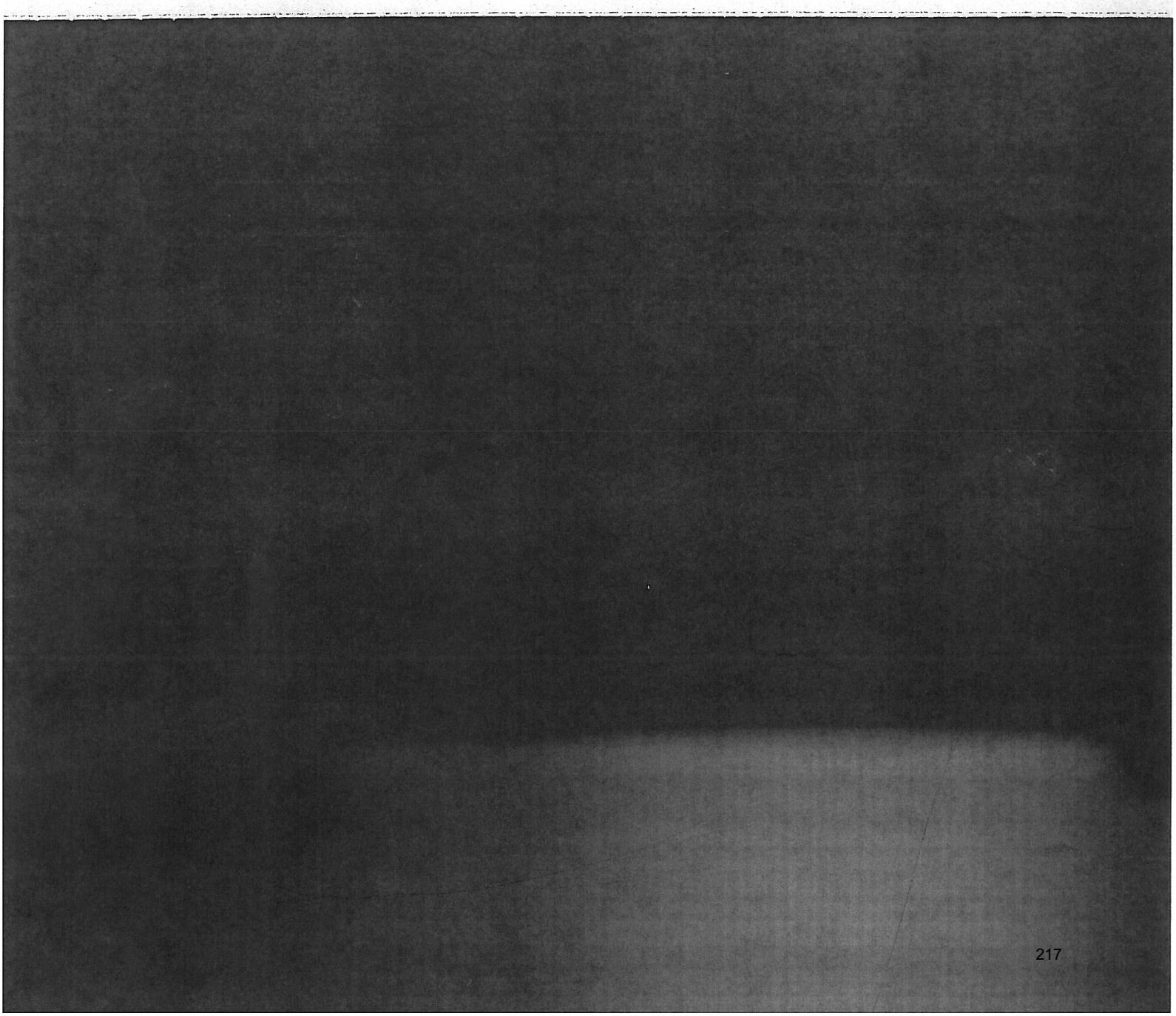
RECEIVED FROM Shea Homes LP Nor Cal Division
8800 N. Gainey Center Dr. Suite 350
Scottsdale, Az. 85258

CASH	
CHECK	✓
MONEY ORDER	

ACCT. BAL.	•
AMT. PAID	460.82
BAL. DUE	•

By: Michael

(D57, REV. 7/89)



SHEA HOMES LP
Northern California Division
8800 N. Gainey Center Dr., Suite 350
Scottsdale, AZ 85258
(480) 348-6000

CHECK NUMBER	35275321
CHECK DATE	02/23/11

STUB 1 OF 1

INVOICE NUMBER	DATE	DESCRIPTION	GROSS	DISCOUNT	AMOUNT PAID
CKRQ021711	021711	RA-1188 FINAL BOND RLSE	460.82		460.82
			460.82		460.82

DETACH STATEMENT BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

SHEA HOMES LP
Northern California Division
8800 N. Gainey Center Dr., Suite 350
Scottsdale, AZ 85258
(480) 348-6000

Drawn on
Wachovia Bank, N.A.
In Cooperation with & Payable if Desired
At Wells Fargo Bank, N.A.
#4759-065493
Greenville, SC

67-1
532

CHECK NO. 35275321

264340

DATE	AMOUNT
02/23/11	$*******460.82

PAY FOUR HUNDRED SIXTY AND 82/100**********

TO THE ORDER OF:

Contra Costa County
Public Works Department
255 Glacier Dr
Martinez, CA 94553

John F. Shea
AUTHORIZED SIGNATURE

Joanne A. Hunter
AUTHORIZED SIGNATURE

218

⑈35275321⑈ ⑆053200019⑆ 20799750184 60⑈

C. 4

To: **Board of Supervisors**

From: **Julia R. Bueren, Public Works Director/Chief Engineer**

Date: **March 22, 2011**

Contra Costa County

Subject: Amend Dan Cloak Environmental Consulting contract to increase the payment limit to $150,000, effective February 1, 2011 through June 30, 2011

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, on behalf of the Contra Costa Clean Water Program, to execute a contract amendment with Dan Cloak Environmental Consulting to increase the payment limit by $50,000 from $100,000 to an amount not to exceed $150,000, for National Pollutant Discharge Elimination System (NPDES) technical support, effective February 1, 2011. (100% Cities and County Stormwater Utility Fee Assessmemts) Countywide Project No. 7519-6X7645

FISCAL IMPACT:

The cost is estimated to be $50,000 and shall be funded by stormwater utility fee assessments collected by the cities and county, proportioned to their respective population.

BACKGROUND:

At the current level of C.3 consultant support services being provided to the Program, the $100,000 budget will be exhausted by February 1, 2011. The reasons for this are attributable to a number of unanticipated factors:

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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:
March 22, 2011
David J. Twa, County

RECUSE ☐

Contact: Michelle McCauley (925) 313-2194

Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

First was the protracted time and effort involved with the successful negotiations with the Central Valley Regional Water Quality Control Board (and the San Francisco Bay Regional Water Quality Control Board) for reissuance of the East County NPDES Permit. The protracted negotiations coupled with the reduction in staffing required a greater than anticipated level of consultant support.

Second, the unanticipated level of technical support needed to initiate, plan, and review the first HMP monitoring site.

Third, staff did not fully anticipate the time commitment, complexity, and the scope of C.3 projects that have been undertaken regionally.

CONSEQUENCE OF NEGATIVE ACTION:

If the contract with Dan Cloak Environmental Consulting is not amended, the contractor will not be able to provide services beyond the month of February, 2011 and all municipalities may be in non-compliance with the Joint Municipal NPDES permits issued by the San Francisco Bay and Central Valley Regional Water Quality Control Boards. Potentially, fines totaling $10,000 per day and $10 per gallon of stormwater discharge for all affected entities could be imposed.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

Contra Costa County
Standard Form L-1
Revised 2008

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number
Fund/Org# 7519
Account # 2310
Other # 6x 7645

1. Contract Identification.

Department: Contra Costa County Flood Control and Water District, a political subdivision of the State of California

Subject: National Pollutant Discharge Elimination System (NPDES) Compliance Assistance

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: **Dan Cloak Environmental Consulting**

Capacity: Sole Proprietorship

Address: PO Box 2415, El Cerrito, CA 94530-5415

3. Term. The effective date of this Contract is July 1, 2010. 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 $ 100,000.00.

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:

Not Applicable

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

California Government Code Section 31000

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

COUNTY OF CONTRA COSTA, CALIFORNIA

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

CONTRACTOR

Name of business entity: Dan Cloak Environmental Consulting	Name of business entity:
By _____ (Signature of individual or officer)	By _____ (Signature of individual or officer)
Dan Cloak, Principal (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 Attatchment

State of California
County of Contra Costa

On 4/29/10 before me, Stephanie A. Bandy - Notary Public, personally appeared Daniel Cloak - AKA Danniella Cloak,

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)

TGJ1 STEPHANIE A. BANDY
COMM. #1782243
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires Dec. 23, 2011 TGJ1

I. OVERVIEW

The Contra Costa Clean Water Program (Program) is made up of twenty-one (21) municipalities including Contra Costa County, its nineteen (19) cities/towns and the Contra Costa County Flood Control & Water Conservation District, hereinafter referred to as "Co-permittees." The Program was established through a 1991 "Program Agreement" between all twenty-one (21) participants to provide administrative support to co-permittees in complying with Joint Municipal National Pollutant Discharge Elimination System (NPDES) Permit regulations required pursuant to the Clean Water Act. The Program serves as an administrative liaison on behalf of the municipalities and assists them in reducing or eliminating stormwater pollution pursuant to the NPDES Permit.

This Scope of Services describes the tasks, budgets, deliverables, and schedule for services necessary for the Contractor to continue to assist the Program with the development, implementation, and compliance with C.3 Provisions of the NPDES Permit and other NPDES Permit requirements. The work will include updates to the *Stormwater C.3 Guidebook,* preparation and submittal of required compliance reports, additional training for municipal staff and land development professionals, on-call technical assistance to municipalities and land development professionals, advice on regulatory compliance, and other ongoing assistance.

II. DEPARTMENT CONTACT INFORMATION

All work products shall be submitted to:

Tom Dalziel, Interim Program Manager
Contra Costa Clean Water Program
255 Glacier Drive
Martinez, CA 94553

III. TASKS

Services

Dan Cloak (PE) Environmental Consulting (Contractor) shall perform the tasks described below according to deadlines established by the Program and/or NPDES Permits. It is estimated that Contractor will work approximately 50-60 hours per month on the tasks set forth in this Contract.

Initials: _____ _____
Contractor County Dept.

Tasks

I. Committee and Work Group Facilitation and Documentation

Contractor shall coordinate and facilitate meetings of the Program's Development Committee, ad-hoc Committees, and work groups. Tasks include but are not limited to:

A. Attendance at meetings.

B. Preparation of agendas.

C. Preparation of memoranda for discussion.

D. Presentations.

E. In-person facilitation.

F. Preparation of meeting summaries or records of decisions made.

II. C.3 Technical Assistance

Contractor shall provide assistance to the Program to ensure Program's compliance with C.3 requirements. Assistance includes:

A. Regulatory Assistance:
Assist Program staff with preparation of submittals or responses to Regional Water Quality Control Board staff on issues related to C.3 compliance.

B. Updates to the *Stormwater C.3 Guidebook* and other guidance:
Prepare updates to the *Stormwater C.3 Guidebook,* including updates and errata and ancillary guidance in the form of technical memoranda and policy statements to be considered by the Program's Management Committee. This task may include assisting Program staff with coordinating the technical work of other Program contractors, reviewing that work, and incorporating that work into Program Guidance such as fact sheets or policy recommendations.

C. Training for Municipal Staff and Land Development Professionals:
Participate in sessions to train staff and development professionals in the use of the *Stormwater C.3 Guidebook.* Prepare visual aids and deliver oral presentations, answer questions, review and summarize participant evaluations, compile feedback and identify items for follow-up.

D. Assistance with Local C.3 Implementation:
Assist local Co-permittee staff by answering technical questions related to C.3 compliance in person, by telephone, or email.

E. Advice to Program Staff on Trends in Stormwater New Development Regulations:
Participate in discussions of regional, national, and statewide trends affecting implementation of stormwater NPDES provisions and Low Impact Development. Advise Program staff, in memoranda, email messages, or oral reports, regarding potential impacts on the Contra Costa requirements.

Initials: _____ _____
Contractor County Dept.

F. Outreach:

1. Maintain the New Development web pages on the Program's web site.
2. Assist Program staff with evaluating Program web site content and identifying additional existing information and documents that should be made available on the web site.
3. Prepare outreach materials, including fact sheets, flyers, and HTML email related to New Development requirements and related subjects.
4. Participate in meetings of state and federal regulatory staff, municipal staff, land development professionals, and landscape maintenance professionals to present Contra Costa's Low Impact Development approach to stormwater NPDES compliance.

G. Reporting Assistance

1. Modify the Annual Report forms and contents list to update C.3 reporting requirements.
2. Prepare memoranda listing and describing data to be collected.
3. Prepare text and tables reporting Program-level activities to implement the C.3 provisions.
4. Assist in the compilation and summary of past municipal implementation of C.3 requirements.

III. Other Technical Assistance

Assist the Program with the development of measures to demonstrate the Program's effectiveness and compliance with Municipal Regional Permit (MRP) requirements. This task may include:

A. Assist Program staff, committees, and work groups to enhance and document the Program's continuous improvement process.

B. Propose methods to measure work effort (outputs) and results (outcomes) by the Program and Co-permittees.

C. Propose methods and systems to document and report outputs and outcomes.

D. Propose methods to communicate the effectiveness of the Program to Water Board staff and to the public.

IV. Independent Technical Review

A. Review draft submittals and other technical documents prepared by Program staff or consultants.

B. Provide technical review and guidance and policy guidance related to the Program's monitoring activities.

Initials: _____ _____
Contractor County Dept.

Professional Service Payment Rates
Rates and Charges

Job Title/Classification	Rate per Hour
Dan Cloak	$145.00

Rates shall remain in effect for the duration of the contract. Invoices shall be submitted on a monthly basis, within 30 days of the previous month, based on work completed as defined in the Service Plan.

Reimbursables:	
Mileage	At current federal mileage reimbursement rate
Parking/Toll	At cost (attach receipt)
Travel/Hotel/Food	At cost, with advance approval from Program (attach receipt)

Direct Expenses:	
Postage/Express Mail	At cost (attach receipt)
Photo Copy	At Cost (attach receipt)
Administrative Cost (for subcontracts only)	Not to exceed 10% of payment limit of subcontract amount

Budget Narrative:

Within 30 days of completion of all work pursuant to this contract, Contractor shall submit a final invoice for all billable hours, reimbursables and direct expenses.

Contra Costa County
Standard Form L-7
Revised 2008

CONTRACT AMENDMENT AGREEMENT
(Purchase of Services - Long Form)

Number
Fund/Org# 2310
Account # 7519
Other # 6x 7645

1. **Identification of Contract to be Amended.**

   Number:

   Effective Date: July 1, 2010

   Department: Contra Costa County Flood Control and Water Conservation District, a political subdivision of the State of California
   Subject: National Pollutant Discharge Elimination System (NPDES) Compliance Assistance

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: **Dan Cloak Environmental Consulting**
   Capacity: Sole Proprietorship
   Address: PO Box 2415, El Cerrito, CA 94530-5415

3. **Amendment Date.** The effective date of this Contract Amendment Agreement is February 1, 2011 .

4. **Amendment Specifications.** The Contract identified above is hereby amended as set forth in the "Amendment Specifications" attached hereto which are incorporated herein by reference.

5. **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: Dan Cloak Environmental Consulting	Name of business entity: Dan Cloak Environmental Consulting
By _____ (Signature of individual or officer)	By _____ (Signature of individual or officer)
Dan Cloak, Principal (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.

Contra Costa County
Standard Form L-2
Revised 2008

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

Number

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.

_____ (Seal)
Signature

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

Contra Costa County

AMENDMENT SPECIFICATIONS

Number
Fund/Org #2310
Other 6x7645

(Purchase of Services - Long Form)

1. **Amend L-1, Standard Contract, 4. Payment Limit**

Increase payment limit by $ 50,000 from $100,000, to an amount not to exceed $150,000.

Initials: _____
Contractor

_____
County Dept.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of ALAMEDA

On FEB 17 2011 (Date) before me, JAMES M. FURUICHI (Here Insert Name and Title of the Officer),
personally appeared DAN CLOAK (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/her/their authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

JAMES M. FURUICHI
Commission # 1832569
Notary Public - California
Alameda County
My Comm. Expires Feb 6, 2013

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

C. 5

To: **Board of Supervisors**

From: **Julia R. Bueren, Public Works Director/Chief Engineer**

Date: **March 22, 2011**

Contra Costa County

Subject: APPROVE and AUTHORIZE execution of 90-day Notice of Termination of Agreement for Cooperative Development and Use of Monte Vista High School Pool

---

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute, by March 30, 2011, a 90-day Notice of Termination of the Agreement for the Cooperative Development and Use of a Swimming Pool at the Monte Vista High School with the Town of Danville and the San Ramon Valley Unified School District, Alamo area.

FISCAL IMPACT:

All costs that may be associated with the termination of this agreement will be funded by County Service Area R-7A, Alamo area. (100% County Service Area R-7A Funds)

BACKGROUND:

On May 23, 2000 the Board of Supervisors approved the Agreement for the Cooperative Development and Use of Monte Vista High School Pool on behalf of County Service Area R-7A (CSA R-7A). As part of this agreement, CSA R-7A provided $250,000 over a 5 year period for the construction and use of a swimming pool at Monte Vista High School. Those funds have all been provided.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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:
March 22, 2011
David J. Twa, County

RECUSE ☐

Contact: Susan Cohen, (925) 313-2160

Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: J. Quallick, District III, R. Sommovilla, County Counsel, L. Strobel, County Administrator, V. Skerritt, Special Districts, B. Balbas, Deputy Director

BACKGROUND: (CONT'D)

Section 2 of the agreement states: The initial term of this Agreement shall be twenty five (25) years and shall be renewable for an additional term of twenty five (25) years. After five (5) years, or when any party has made all required financial contributions consistent with Section 5, any party may terminate participation in this Agreement with ninety (90) days prior written notice.

After a review of expenses and offsetting benefits received, on January 29, 2011, the Alamo Municipal Advisory Committee (MAC) approved a motion to request that the Board of Supervisors approve a 90-day Notice of Termination of the Agreement as per Section 2 of the Agreement.

The Notice of Termination to be executed on March 30, 2011 and become effective June 30, 2011 coinciding with the end of Fiscal Year 2010/2011.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, CSA R-7A will not be able to terminate the May 23, 2000 Agreement with the Town of Danville and the San Ramon Valley Unified School District and will remain financially responsible for a portion of the expenses for the use of a swimming pool at Monte Vista High School.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

Alamo MAC
David Bowlby, Chair
Michael McDonald, Vice-Chair
David Barclay
Ed Best
Nancy Dommes
Janet Miller Evans
Steve Mick

Office of Supervisor
Mary Nejedly Piepho
District III

Jennifer Quallick, Field Representative
309 Diablo Road, Danville, CA 94526
925-820-8683

The Alamo Municipal Advisory Council serves as an advisory body to the Contra Costa County Board of Supervisors and the County Planning Agency.

Record of Actions
Saturday, January 29th, 2011

1. **CALL TO ORDER** Meeting called to order by Chair Bowlby at 1:00 P.M.

2. **PLEDGE OF ALLEGIANCE** Led by Member Miller Evans

3. **ROLL CALL** Members Present: David Bowlby, Nancy Dommes, Ed Best, Steve Mick, David Barclay, Janet Miller Evans, and Member Michael McDonald.

4. **PUBLIC COMMENT (3 Minutes/speaker)**
   A. Nanci Wolske spoke in opposition of proposed firehouse #32 at 2100 Stone Valley Road. Would like to see environmental concerns addressed.
   B. Jan Conway spoke in opposition of proposed firehouse #32 at 2100 Stone Valley Road.

5. **ADOPTION OF MEETING SUMMARIES FROM December 7th, 2010 and January 4th, 2011**
   Member Barclay moved to approve Meeting Summaries seconded by Member Best, items passed.

6. **COMMUNITY ORGANIZATION REPORTS**

7. **STAFF/AGENCY REPORTS**
   A. District III staffs update.
      1. Board of Supervisors reorganization. Supervisor Uilkema is Chair for this year; Supervisor Piepho, Vice-Chair.
      2. HWY 680 Road Rehabilitation Project has been awarded to contractor. Construction has commenced.
      3. Reminder of annual advisory body training, February 28th, 2011 in the Board Chambers located 651 Pine Street, Martinez; time is 4:30 P.M. – 6:00 P.M.
      4. Special District's staff has received 230+ Parks and Recreation Surveys.
      5. Alamo Community Emergency Response Team seeking new members.
      6. Reminder to MAC to keep on-hand their copy of the proposed Mitigated Negative Declaration as prepared by CirclePoint for the proposed firehouse #32 in Alamo.

8. **PRESENTATIONS**
   A. None.

9. **ITEMS FOR DISCUSSION AND/OR ACTION**

Member Mick moved to modify Agenda to hear Item (B) prior to Item (A); seconded by Member Best, item passed unanimously.

A. Consider Alamo community's continued involvement in the Monte Vista Pool Agreement.
Member Mick moved to recommend the 90-day Notice of Termination of the Monte Vista Pool Agreement, as the aquatics program was no longer fiscally advantageous to the Alamo community. Seconded by Member Barclay, Item passed.

Public Comment:
Claudia Waldron spoke of the original intent of the Agreement was to establish the pool facility at the HS. A small percentage of Alamo residents utilize the pool for its aquatic program as offered by the Town of Danville.

B. Review and Consider MAC Operations for 2011.
MAC discussed their current operations and how they might improve operations in the New Year. Staff will prepare a Record of Actions v. Meeting Summary of each meeting. Meetings are now recorded and available to the public via CD by request. Items under 'Discussion and/or Action' will now contain a brief synopsis of the MAC's requested action and any history as it might be

related to said action. MAC opted to continue discussions of both allotting additional time other than standard 3 minutes for presenters to address the MAC and also to revisit moving from two meetings per month to one meeting each month.

Member Mick moved to recommend the approval of a Record of Actions v. a Meeting Summary of each meetings events, seconded by Member McDonald. Item passed unanimously.

C. Consider further amendments to the Joint Powers and Operating Committee Agreement (JPOC)
MAC would like to see County Counsel offer their interpretation of the modifications recommended to the JPOC Agreement with an amendment prepared for Town of Danville and MAC review. Staff to provide County Counsel with said Agreement and request amendment be prepared.

Public Comment:
Claudia Waldron requested the County review the possibility of their being able to take over as Lead Agency along with also preparing an amendment to the original agreement for staff to review.
Vicki Koc spoke of concern about the JPOC having inequitable representation on its current committee. Monies generated are not benefiting other Alamo parks; i.e. Livorna, Rancho Romero and Alamo Elementary Schools, etc.

D. Consider downtown Danville Blvd. tree lighting long-term effort
MAC is supportive of the downtown tree lighting effort, however, would like additional information from Special Districts prior to the authorization of funds for its development. Staff to request a confirmation of appropriate funding source to use for such effort along with requesting a schematic of what overall design might entail and look like. Is the project able to be phased-in over the course of the year?

Public Comment:
Vicki Koc spoke in favor of the street lighting. Private contractors can be obtained to set lights once electrical sources(s) are available. Would like to see PW begin initial renderings of what project would look like.

10. COUNCIL MEMBER REPORTS

Member Mick reported on the upcoming Alamo Chamber of Commerce Crab Feed Saturday, January 28th and the Alamo Women's Club Crab Feed on Saturday, February 12th.

11. CORRESPONDENCE

A. General Correspondence:
1. Copy of Notice of Public Review and Intent to Adopt a Proposed Mitigated Negative Declaration for the San Ramon Valley Fire Protection District Fire Station #32.
2. Copy of the County's Telecommunications Policy.

B. New Permit Applications Received: None.

C. Pending Permit Applications:
1. 2100 Stone Valley Road - Land Use Permit Application #LP09-2026. San Ramon Valley Fire Protection District requests approval to construct new 9,255 square foot fire station.
2. 295 Las Quebradas - Land Use Permit Application #LP10-2041. Applicant requests approval for an existing residence on-site built without permits.
3. Justin Morgan Drive - Development Plan Application #DP10-3007. The Alamo Highlands HOA requests entry gate improvements.
4. 142 Smith Road - Minor Subdivision #MS09-0004. Request for one lot at Alamo Oaks be subdivided into two parcels.
5. 3038 Oakraider Drive – Variance Permit Application #VR10-1034. Request approval of a side yard variance of 5' 3" where 15' is required for an existing addition constructed without permits.
6. 3169 Round Hill Road – Land Use Permit Application #LP10-2079. Round Hill Country Club, requests approval for the installation of outdoor lighting for the lower tennis courts at Round Hill Road and Stone Valley.
7. 1282 Danville Blvd. – Land Use Permit Application #LP10-2080. Creekside Community Church, requests approval of a telecommunications facility (co-location with Metro PCS) for T-Mobile.

12. FUTURE AGENDA ITEMS

A. Scheduled:
1. LL Zones 36, 45 & 54 review of proposed budget for 2011/2012 (March 15, 2011)
2. CSA R-7A semi-annual budget review. (March 15, 2011)

* *MAC to receive quarterly information under 'Correspondence' portion of the agenda.*

B. Future Agenda Items:
1. Introduction of new County Sheriff, Dave Livingston.
2. CCTA Congestion Management Plan/CRIPP.
3. YMCA community and staff discussion on potential uses for YMCA property; discussion as it relates to the slide area.
4. MAC by-laws.

13. **ADJOURNED AT 8:55 P.M. UNTIL NEXT REGULAR MEETING FEBRUARY 1st AT 7:00P.M.**

C. 6

To: **Board of Supervisors**

From: **Julia R. Bueren, Public Works Director/Chief Engineer**

Date: **March 22, 2011**

Contra Costa County

Subject: ADOPT Resolution of Initiation ordering the preparation of an Engineer's Report for Countywide Landscaping District (LL-2) for Fiscal Year 2011/2012

RECOMMENDATION(S):

ADOPT Resolution No. 2011/111 of Initiation, ordering the preparation of an Engineer's Report and related proceedings for levy and collection of assessments for Countywide Landscape District AD 1979-3 (LL-2) Fiscal Year 2011/2012.

FISCAL IMPACT:

Cost of preparation of the Preliminary and Final Engineer's Reports will be funded by the Countywide Landscaping District 1979-3 (LL-2) funds.

BACKGROUND:

The proposed assessments for the Countywide Landscaping District 1979-3 (LL-2) are for the purpose of maintaining existing facilities within the various benefit zones. The Countywide Landscaping District contains thirty (30) zones comprised of chiefly road frontage and median landscaping, and park and recreational facilities installed by developers in conformance with their Conditions of Approval.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: Susan Cohen, (925) 313-2160

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: March 22, 2011

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

By: , Deputy

cc: L. Strobel, County Administrator, S. Ybarra, Auditor Controller, S. Anderson, County Counsel, G. Kramer, County Assessor, J. Francisco, Francisco & Associates, Inc., J. Duffy, Special Districts, B. Balbas, Deputy Director, V. Skerritt, Special Districts

BACKGROUND: (CONT'D)

The Landscaping and Lighting Act of 1972 requires that an updated Engineer's Report be prepared to set assessment rates each fiscal year. In addition, any new benefit zones or annexations of additional property into an existing benefit zone also require an Engineer's Report to be generated.

The Fiscal Year 2011/2012 assessments in the Countywide Landscaping District 1979-3 (LL-2) will be based on information in the Final Engineer's Report for Fiscal Year 2011/2012 tax roll. Assessments are calculated by considering all anticipated expenditures for maintenance, utilities and administration. Any excess dollars from previous fiscal years are carried over to current reports and the assessment amounts are adjusted accordingly. The assessment rates may or may not change from fiscal year to fiscal year, dependent upon improvements and maintenance to be performed, but cannot exceed the maximum amount set when the benefit zone was originally formed, plus an annual cost of living adjustment, if applicable.

The amounts that will be proposed to be assessed for the Fiscal Year 2011/2012 tax year, in accordance with the Landscaping and Lighting Act of 1972, will be presented in the Preliminary and Final Engineer's Reports which will be filed with the Board of Supervisors in May and June 2011, respectively, and a noticed public hearing will be held.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board of Supervisors' approval, there would be no initiation of the process to prepare the Engineer's report and to assess levies for the Countywide Landscape District AD 1979-3 (LL-2) for Fiscal Year 2011/2012 and thus funds would not be available to maintain the landscaping and other improvements in the landscaping zones throughout the County.

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 03/22/2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2011/111

In the Matter Of, Resolution No. 2011/111 of Initiation, ordering the preparation of an Engineer's Report for Countywide Landscaping District AD 1979-3 (LL-2) Fiscal Year 2011/2012, as recommended by the Public Works Director, or designee, Countywide. (Countywide Landscaping District AD 1979-3 (LL-2) Funds) (All Districts) (Project Number 4500-6X5105)

The Board of Supervisors of Contra Costa County FINDS THAT:

1. Section 22622 of the California Streets and Highways Code requires the Board of Supervisors to adopt a Resolution of Initiation generally describing any proposed new improvements or substantial changes in existing improvements to be included in the determination of the annual assessments levied for any assessment district created under the Landscaping and Lighting Act of 1972, and

2. Section 22622 of the California Streets and Highways Code further requires that the Board of Supervisors order the preparation of an Engineer's Report prior to initiating the proceedings to set the annual levy of assessments for any such district. The Engineer's Report shall contain 1) plans and specifications for the improvements, 2) estimate of the costs of the improvements, 3) diagram of the assessment district, and 4) description of the method of spread of the costs of the improvements to the benefiting parcels.

Now, therefore the Board of Supervisors ORDERS and RESOLVES as follows:

1. The improvements to be made in the assessment district are generally described as the operation, maintenance and servicing of parks, landscaping, and irrigation, within street rights of way and other public areas; and

2. The Engineer of Work for the Contra Costa County Countywide Landscaping District 1979-3 (LL2) is hereby directed to initiate the preparation for filing of an Engineer's Report in accordance with the provisions of the Landscaping and Lighting Act of 1972.

Contact: Susan Cohen, (925) 313-2160

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: March 22, 2011

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

By: , Deputy

cc: L. Strobel, County Administrator, S. Ybarra, Auditor Controller, S. Anderson, County Counsel, G. Kramer, County Assessor, J. Francisco, Francisco & Associates, Inc., J. Duffy, Special Districts, B. Balbas, Deputy Director, V. Skerritt, Special Districts

C. 7

To: **Flood Control District Board of Supv**

From: **Julia R. Bueren, Public Works Director/Chief Engineer**

Date: **March 22, 2011**

Contra Costa County

Subject: Adopt Resolution Approving the Application for California Department of Water Resources Grant. Project No. 7562-6D8518

RECOMMENDATION(S):

ADOPT Resolution No. 2011/107 approving the application to the California Department of Water Resources to obtain Stormwater Flood Management grant funds totaling $2,000,000 under the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Public Resources Code Section 5096.800 et seq.) (Proposition 1E), Antioch area. (50% California Department of Water Resources Proposition 1E Funds and 50% matching Flood Control District Funds)

FISCAL IMPACT:

The Contra Costa County Flood Control and Water Conservation District (FC District) will be required to provide 50% matching funding for the project. The FC District is applying for $2,000,000 of grant funding and has sufficient funds in Fund Number 256200 (Drainage Area 130) to provide the 50% match.

BACKGROUND:

The purpose of the proposed grant application is to obtain Stormwater Flood Management funding from the California Department of Water Resources for the construction of Upper Sand Creek Basin.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: Carl Roner (925) 313-2213

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: March 22, 2011

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

of Supervisors

By: , Deputy

cc: R. M. Avalon, Deputy Chief Engineer, C. Roner, Flood Control, C. Windham, Flood Control

CONSEQUENCE OF NEGATIVE ACTION:

Without the Board of Supervisors' approval, the primary flood protection infrastructure planned for the Marsh Creek Watershed will be not be fully funded and the project may not be able to be built in its entirety.

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 03/22/2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2011/107

Adopt Resolution Approving the Application to California Department of Water Resources to Obtain Stormwater Flood Management Grant Funds Under the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Public Resources Code Section 5096.800 et seq.) (Proposition 1E), Antioch area. (50% California Department of Water Resources Proposition 1E Funds and 50% Flood Control District Funds)

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the Department of Water Resources has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Department of Water Resources require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of application(s) to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the project.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Contra Costa County Flood Control and Water Conservation District:

1. Approves the filing of an application for the Upper Sand Creek Basin Project;

2. Certifies that Applicant understands the assurances and certification in the application; and,

3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements or will secure the resources to do so; and,

4. Certifies that the project will comply with any laws and regulations, including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, and that prior to commencement of construction, all applicable permits will have been obtained; and,

5. Appoints the Chief Engineer, Flood Control and Water Conservation District, or designee, as agent to conduct all negotiations, execute and submit all documents, including, but not limited to, applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

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: Carl Roner (925) 313-2213

ATTESTED: March 22, 2011

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

By: , Deputy

cc: R. M. Avalon, Deputy Chief Engineer, C. Roner, Flood Control, C. Windham, Flood Control

C. 8

To: **Flood Control District Board of Supv**

From: **Julia R. Bueren, Public Works Director/Chief Engineer**

Date: **March 22, 2011**

Contra Costa County

Subject: Amendment to the Consulting Services Agreement with GEI Consultants, Inc., Antioch Area. (100% Drainage Area 130 Funds) Project No. 7562-6D8518

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, to execute Amendment No. 1 to the Consulting Services Agreement with GEI Consultants, Inc. (GEI) for work on the Upper Sand Creek Basin Expansion. Amendment 1 increases the payment limit by $110,500 to a new payment limit of $1,011,787 and changes the completion date from January 11, 2011, to May 31, 2012.

FISCAL IMPACT:

The action will result in an increase of $110,500 to the payment limit and will be funded by Drainage Area 130 developer impact fees.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

David J. Twa, County

Contact: Carl J. Roner (925) 313-2213

Administrator and
Clerk of the Board
of Supervisors

By: , Deputy

cc: R. M. Avalon, Deputy Public Works Director, C. Roner, Flood Control, C. Windham, Flood Control

BACKGROUND:

The existing Consulting Services Agreement for geotechnical engineering provides the Contra Costa County Flood Control and Water Conservation District (FC District) with professional services for the analysis, design, and state regulatory coordination, to ensure dam stability of the future Upper Sand Creek Detention Basin, located within the City of Antioch in the Marsh Creek Watershed. The Upper Sand Creek Detention Basin is a primary element of the regional infrastructure included in the DA 104/Zone 1 plan and fee structure, approved in 1992. Construction of the ultimate basin will protect downstream areas of Antioch, Brentwood, and Oakley from flooding, as well as mitigate the impact of development in Eastern Contra Costa County. The California State Department of Water Resources, Division of Safety of Dams (DSOD) requires a detailed study and report on site geology, dam foundation design, and construction. The engineering capabilities required to investigate the site, to prepare plans, specifications, and cost estimates for contract advertising, and to inspect the construction work is beyond the capability of the FC District staff.

The amendment to the payment limit and completion date is due to overall project delays caused by additional requirements imposed by DSOD and the U.S. Army Corps of Engineers.

In June of 1992, the Board approved the Environmental Impact Report for the Marsh Creek Watershed Regional Drainage Plan, of which the Upper Sand Creek Basin is a component, in compliance with CEQA. On November 3, 2010, the Board of Supervisors approved a project-specific mitigated negative declaration concerning this project.

CONSEQUENCE OF NEGATIVE ACTION:

Without the Board of Supervisors' approval, the primary flood protection infrastructure planned for Marsh Creek Watershed will be delayed. In addition, the significant time and resources expended by staff and the Consultant to complete the project design would be lost.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

AMENDMENT NO. 1 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: September 1, 2008

   (b) Agency: Contra Costa County Flood Control and Water Conservation District

   (c) Subject: Upper Sand Creek Basin Expansion, Project No. 7589-6D8518 (67%) and Project No. 7521-6D8179 (33%), Antioch Area.

2. Parties. Agency, and the following named Consultant, mutually agree and promise as follows:

   (a) Consultant's Name & Address: GEI Consultants, Inc., 180 Grand Avenue, Suite 1410, Oakland, CA 94612

   (b) Type of Business Entity: Corporation

   (e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

   If corporation, identify state of incorporation: Massachusetts

3. Project Name, Number, & Location.

   Upper Sand Creek Basin, Work Order No. 7562-6D8518, off Deer Valley Road, Antioch, CA

4. Amendment Date. The effective date of this Amendment to Consulting Services Agreement is January 10, 2011.

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: GEI Consultants, Inc., a Massachusetts Corporation	
By _____ (Signature of individual or officer)	By _____ (Signature of individual or officer)
James Ash, Vice President (Print name and title, if applicable)	Ray Lee Wooten, Secretary/Clerk (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

State of ~~California~~ Massachusetts)
)
County of Middlesex)

On March 8, 2011, before me, Ray C Cunningham Jr., Notary Public, personally appeared James R Ash and Ray L Wooten (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

Ray C Cunningham Jr.
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,	ATTEST: Clerk of the Board of Supervisors
By _____ Board Chair/Designee	By _____ Deputy

(b) **If Amendment is approved by County Purchasing Agent:**

AGENCY,
By _____ County Purchasing Agent or Designee

APPROVALS

RECOMMENDED BY DEPARTMENT

By _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By _____
Designee

AMENDMENT SPECIFICATIONS

1. The Payment Limit set forth in Section 1(e) of the Agreement is hereby amended by deleting "$901,287" therefrom and replacing it with "$1,011,787".

2. The Completion Date set forth in Section 1(f) of the Agreement is hereby amended by deleting "January 10, 2011" therefrom and replacing it with "May 31, 2012".

APPROVALS/ACKNOWLEDGEMENTS
(Consulting Services Amendment & Contract)
$100,000.01 and Over
APPROVALS

RECOMMENED BY THE DEPARTMENT

By: _____
Designee

APPROVED BY COUNTY ADMINISTRATOR

By: _____
Designee

Form
APPROVED BY COUNTY COUNSEL

By: Pamela J Zaird
Designee

CONSULTANT

GEI Consultants
Print name of business entity

By: _____
Signature of individual or officer

By: Raymond D. Hart COO
Print name and title A, if applicable

By: _____
Signature of individual or officer

By: Stephen W. Verigin Vice President
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 Aug 22, 2008, before me, Tangier M. Johnson (insert name and title of the officer) Notary Public, personally appeared Raymond D Hart and Stephen W. Verigin 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 _____ of

TANGIER M. JOHNSON
Commission # 1698499
Notary Public - California
Sacramento County
My Comm. Expires Oct 10, 2

(SEAL)

Notary Public

CONSULTING SERVICES AGREEMENT

1. Special Conditions. These Special Conditions are incorporated below by reference.

(a) Public Agency: Contra Costa County Flood Control and Water Conservation District

(b) Consultant's Name & Address: GEI Consultants, Inc.
180 Grand Avenue, Suite 1410
Oakland, CA 94612

(c) Project Name, Number, & Location: Upper Sand Creek Basin Expansion, Project #7589-6D8518 (67%) and Project #75216D 8179 (33%), Antioch area.
(d) Effective Date: September 1, 2008
(e) Payment Limit(s): $ 901,287
(f) Completion Date(s): January 10, 2011
(g) Federal Taxpayer's I.D. or Social Security Number: 042468348

2. Signatures. These signatures attest the parties' agreement hereto:

PUBLIC AGENCY
By: Julia R. Bueren
Public Works Director/
Chief Engineer, or Designee

By: _____

Form Approved
County Counsel

By: Pamela J Zaid

CONSULTANT

By: COO GEI Consultants Inc
(Designate official capacity in the business Type of Business:
(sole proprietorship, government agency, partnership, corporation, etc.)

If Corporation, State of Incorporation: Mass

By: COO
(Designate official capacity in the business)

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 acknowledgment below must be signed by a Notary Public.

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
) ss.
County of Sacramento)

On Aug 22 2008 before me, Tangier M. Johnson Notary Public, personally appeared Raymond D Hart, 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.

WITNESS my hand and official seal.

ated: August 22, 2008

Tangier M
Notary Public

(Notary's Seal)

TANGIER M. JOHNSON
Commission # 1698499
Notary Public - California
Sacramento County
My Comm. Expires Oct 10, 2010

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

On Aug 22, 2008 before me, Tangier M. Johnson Notary Public,
(Here insert name and title of the officer)

personally appeared Raymond D Hart

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

TANGIER M. JOHNSON
Commission # 1698499
Notary Public - California
Sacramento County
My Comm. Expires Oct 10, 2010

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ ~~is~~ /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

3. Parties. Effective on the above date, the above-named Public Agency and Consultant mutually agree and promise as follows:

Employment. Public Agency hereby employs Consultant, and Consultant accepts such employment, to perform the professional services described herein, upon the terms and in consideration of the payments stated herein.

5. Scope of Service. Scope of service shall be as described in Appendix A, attached hereto and made a part hereof by this reference.

6. Report Disclosure Section. Any document or written report prepared hereunder by Consultant, or a subcontractor, for Public Agency shall contain, in a separate section, the numbers and dollar amounts of this contract and all subcontracts relating to the preparation of such document or written report, provided that the payment limit specified in Sec. 1(e) exceeds $5,000. When multiple documents or written reports are the subject or products of this agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

7. Insurance. Consultant shall, at no cost to Public Agency, obtain and maintain during the term hereof: (a) Workers' Compensation Insurance pursuant to state law; (b) Professional Liability Insurance with minimum coverage of $5,000,000.00 and a maximum deductible of $250,000.00; and (c) Comprehensive General Liability Insurance, including blanket contractual (or contractual liability) coverage, broad form property damage coverage, and coverage for owned and non-owned vehicles, with a minimum combined single limit coverage of $2,000,000.00 for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof, arising out of each accident or occurrence, and naming Public Agency, Contra Costa County, their governing bodies, officers and employees as additional insureds. Consultant shall promptly furnish to Public Agency certificates of insurance evidencing such coverage and requiring 30 days' written notice to Public Agency of policy lapse, cancellation or material change by endorsement to the policy that reduces the limits or coverage.

8. Payment. Public Agency shall pay Consultant for professional services performed at the rates shown in Appendix B attached hereto, which include all overhead and incidental expenses, for which no additional compensation shall be allowed. Notwithstanding the foregoing, those incidental expenses specifically itemized in Appendix B shall be reimbursable by Public Agency to Consultant, provided that Consultant submits copies of receipts and, if applicable, a detailed mileage log to Public Agency. The Consultant shall be allowed to update Appendix B to rates not exceeding 15% of previous rates on an annual basis with no change to the contract payment limit. In no event shall the total amount paid to Consultant exceed the payment limit(s) specified in Sec. 1(e) without prior written approval of the Public Agency. Consultant's billing statements shall be submitted at convenient intervals approved by Public Agency and shall list, for each item of services, the employee categories, hours and rates. Public Agency will pay consultant in accordance with the requirements of Civil Code Section 3320 as applicable.

9. Status. The Consultant is an independent contractor, and shall not be considered an employee of Public Agency.

10. Time for Completion. Unless the time is extended in writing by Public Agency, Consultant shall complete all services covered by this Agreement no later than the Completion Date(s) listed above.

11. Record Retention and Auditing. Except for materials and records delivered to Public 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 Public Agency, at no additional charge, Consultant shall promptly make such records available to Public Agency, or to authorized representatives of the state and federal governments, at a convenient location within Contra Costa County designated by Public Agency, and without restriction or limitation on their use.

12. Documentation. Consultant shall prepare and deliver to Public Agency at no additional charge, the items described in Appendix A to document the performance of this Agreement and shall furnish to Public Agency such information as is necessary to enable Public Agency to monitor the performance of this Agreement.

13. 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 Public Agency solely for use on this intended project. It is understood that the project materials will become public records and this statement does not restrict the distribution of these public documents. 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, shall be made available, upon request, to Public Agency at no additional charge and without restriction or limitation on their use solely in connection with this project.

14. Extra Work. Any work or services in addition to the work or services described in Appendix A shall be performed by Consultant 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 shall be paid for the extra work at a rate to be mutually agreed on prior to commencement of the extra work. In no event shall Consultant be entitled to compensation for extra work unless a written authorization or change order describing the work and payment terms has been executed by Public Agency prior to the commencement of the work.

15. Payment Retention. Public Agency shall retain ten percent (10%) of the monies due the Consultant as security for the fulfillment of this Agreement. The Public Agency will pay the funds retained for Tasks 2, Confirmation or Design and Basin Optimization, and 4, Field Investigation and Geology Data Report, after the Consultant has: completed the work for each task, submitted final billing for the completed task, and the Public Agency has found the work under the completed task to be accurate. After the Consultant has completed all work under this Agreement for the remaining tasks, submitted final billing, and the Public Agency has found the work to be accurate, the Public Agency will pay all remaining withheld funds. Public Agency will pay withheld funds in accordance with the requirements of Civil Code Section 3320 as applicable. A retention will not be withheld for any "on-call" work.

16. Termination by Public Agency. At its option, Public Agency shall have the right to 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 Public Agency all materials and records prepared or obtained in the performance of this Agreement, and shall be paid, without duplication, all amounts due for the services rendered up to the date of termination.

17. Abandonment by Consultant. In the event the 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 Public Agency all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for 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 Public Agency incurs as a result of such cessation or abandonment.

18. Breach. In the event that Consultant fails to perform any of the services described in this Agreement or otherwise breaches this Agreement, Public Agency shall have the right to pursue all remedies provided by law or equity. Any disputes relating to the performance of this Agreement shall not be subject to non-judicial arbitration. Any litigation involving this Agreement or relating to the work shall be brought in Contra Costa County, and Consultant hereby waives the removal provisions of Code of Civil Procedure Section 394.

19. 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. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

20. Assignment. This Agreement shall not be assignable or transferable in whole or in part by Consultant, whether voluntarily, by operation of law or otherwise; provided, however, that Consultant shall have the right to sub-contract that portion of the services for which Consultant does not have the facilities to perform so long as Consultant notifies Public Agency of such subcontracting prior to execution of this Agreement. Any other purported assignment, transfer or sub-contracting shall be void.

21 Subcontracting. All subcontracts exceeding $25,000 in cost shall contain all of the required provisions of this contract. Consultant will pay each subconsultant in accordance with the requirements of Civil Code Section 3321 as applicable.

22. Endorsement on Plans. Consultant shall endorse all plans, specifications, estimates, reports and other items described in Appendix A prior to delivering them to Public Agency, and where appropriate, indicate his/her registration number.

23. Patents and Copyrights. The issuance of a patent or copyright to Consultant or any other person shall not affect Public Agency's rights to the materials and records prepared or obtained in the performance of this Agreement. Public Agency reserves a license to use such materials and records without restriction or limitation, and Public Agency shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by Public Agency shall continue for a period of fifty years from the date of execution of this Agreement, unless extended by operation of law or otherwise.

24. Indemnification. Consultant shall indemnify, and hold harmless Public Agency, Contra Costa County, their governing bodies, officers, employees, representatives, and agents ("Indemnitees") from any and all demands, losses, claims, costs, suits, liabilities, and expenses (including reasonable attorney's fees) for any damage, injury, or death (collectively "Liability") to the extent that such are caused by the willful misconduct or negligence of the Consultant or anyone for whom the Consultant is legally liable or any persons under its direction or control. This indemnification clause shall survive the termination or expiration of this Agreement.

25. Heirs, Successors and Assigns. Except as provided otherwise in Section 20 above, this Agreement shall inure to the benefit of and bind the heirs, successors, executors, personal representatives, and assigns of the parties.

26. Public Endorsements. Consultant shall not in its capacity as a Consultant with Public Agency publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Public Agency's governing board. In its Public Agency Consultant capacity, Consultant shall 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 approval of the Public Agency's governing board. In its Public Agency Consultant capacity, Consultant shall not 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 the Consultant's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Public Agency. Notwithstanding the foregoing, Consultant may express its views on products to other Consultants, the Public Agency's governing board, its officers, or others who may be authorized by the Public Agency's governing board or by law to receive such views.

27. Project Personnel. In performing the services under this Agreement, Consultant shall use the personnel listed in Appendix C, attached hereto and made a part hereof by this reference. Changes in project personnel may only be made with Public Agency's written consent, and Consultant shall notify Public Agency 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.

28. Disadvantaged Business Enterprise (DBE) Requirements. Consultant shall comply with all applicable provisions of 49 CFR, Parts 23 and 26, and the 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 the Public 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. The 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 the Public 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 Public Agency written documentation of such effort.

29. Federal Cost Principles and Procedures. Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the cost principles for allow ability of individual items of costs set forth in 48 CFR, Chapter 1, Part 31: (b) the administrative procedures set forth in 49 CFR, Part 18; and (c) the administrative procedures for non-profit organizations set forth in OMB Circular A-110, if applicable to Consultant. In the event that payment is made to Consultant for any costs that are determined by subsequent audit to be unallowable under 48 CFR, Chapter 1, Part 31, Consultant shall refund the payment to Public Agency within 30 days of written request from Public Agency. Should Consultant fail to do so, and should the Public Agency file legal action to recover the refund, Consultant shall reimburse the Public Agency for all attorney's fees, costs, and other expenses incurred by Public Agency in connection with such action.

Attachments: Appendix A, Appendix B, Appendix C
Form approved by County Counsel (11/00),
G:\Design\CONSULT\CSA Forms\CSA Form-over 25000.doc

Appendix A

Rev. July 1, 2008

Contra Costa County Flood Control & Water Conservation District
Upper Sand Creek Basin Expansion

Project Scope

BACKGROUND

The Upper Sand Creek Basin Expansion will be constructed across Upper Sand Creek to encompass an area of approximately 49 acres and receive runoff from approximately 11 square miles of the upstream watershed. The detention basin will be an on-stream facility with a maximum temporary capacity of approximately 1,000 acre-feet. The basin will incorporate an existing smaller detention basin (currently off-stream) which has a capacity of 123 acre-feet. Detention storage will be created in part by excavating up to 20 to 30 feet below the existing ground. A 1,200-foot-long earth embankment with a crest elevation of 195 feet will be constructed using materials from the basin excavation. The maximum section of the embankment across Upper Sand Creek, where the creek exits the basin, will be up to 45 feet high. Wing dikes will be needed to control impounded flood water to the northwest and south of the maximum section. During low water periods, the basin will be used for recreational activities and will include athletic fields for a variety of sports and games.

The design of the embankment and basin will be evaluated and refined as part of this contract. In the preliminary design, the bottom of the basin is sloped to provide three different levels: the North Basin would be at about El. 170, the Center Basin at about El. 165, and the South Basin at about El. 160. Depths of excavation are anticipated to be up to 20 feet within the North Basin, 25 feet within the Center Basin, and over 25 feet in the South Basin respectively. The reservoir bottom is initially proposed to be as low as El. 150 feet for the deepest excavation in the area of Upper Sand Creek, which is 10 to 20 feet below the existing creek.

The Creek will enter the southwest corner of the Basin and will exit through outlet and spillway structures located along the eastern side. The preliminary design for the facility includes four structures:

- A low-level outlet, consisting of 42-inch-diameter reinforced concrete pipe (RCP) with inlet and outlet structures, will convey the creek water during normal (non-storm) conditions. This pipe will normally operate open and will discharge the creek water, unattenuated, unless significant storm events occur and runoff exceeds the capacity of the pipe. The pipe diameter has been selected to restrict the contribution of Sand Creek flows to Marsh Creek. The preliminary design for this pipe anticipates a pipeline length of 1,700 feet.

- A mid-level, service spillway located in the left (west) abutment adjacent to the creek channel would consist of an ungated weir/ vault connected to two 96-inch-diameter RCPs that would discharge into an energy dissipater structure and discharge to the creek downstream of the main embankment.
- A high-level emergency overflow spillway weir will be formed with crest at El. 191. Water will discharge along the downstream slope and toe of the embankment and into the creek. The spillway weir, channel and outlet will be designed to avoid erosion of the embankment during emergency spillway operation. The spillway will be designed to pass the 1,000-year storm (the anticipated design flood required by the California Division of Safety of Dams (DSOD)) with a residual freeboard of 1.5 feet.
- An inlet structure at the southwest corner of the basin will extend approximately 400 feet long to include wing walls (directing flow into basin), rectangular channel section leading to the drop structure and energy dissipater which outlets to the basin floor. A bridge over the creek inlet will allow access across the rectangular channel (15' wide and 20' span). The bridge design should allow maintenance equipment to cross over the bridge, and publicly owned vehicles will be prohibited.

OBJECTIVES

The objectives of the Upper Sand Creek Basin Expansion Project are (1) to temporarily store the 100-year storm runoff from the 11-mile tributary watershed while effectively controlling the peak discharge from the reservoir to mitigate the potential for flooding along Marsh Creek; (2) to ensure hydrologic safety and stability of the dam and detention reservoir; (3) to facilitate incorporation in the detention reservoir area of recreational facilities for the City of Antioch to the extent feasible and practical; (4) to incorporate environmental enhancement benefits along the Sand Creek channel area as appropriate; and (5) to minimize land impacts and coordinate the land acquisition requirements with the Aviano development conceptual land use plan proposed for the land to the immediate north and east of the project site.

The objectives of this Contract are to:

(1) Work collaboratively with Contra Costa County Flood Control & Water Conservation District (District) staff to refine the layout and design of the dam.

(2) Provide dam engineering and design services leading to approval of the project by DSOD. Services will include performing additional site investigations and laboratory testing; performing borrow material evaluations; designing the foundation treatment, embankment, inlet, outlet and spillway; and conducting stability, deformation, settlement, and seepage analysis to demonstrate the suitability of the design.

(3) Prepare construction drawings and specifications for the dam and detention basin suitable for bidding by construction contractors.

In addition, the GEI Team anticipates providing construction-phase engineering services and support, but these services are not included in this scope of work.

The proposed task breakdown for the proposed design services has been structured as follows:

1. Project Management and Coordination with District
2. Confirmation of Design Criteria and Optimization of Dam Layout
3. Meetings with California Division of Safety of Dams
4. Additional Field Investigations and Laboratory Testing
5. Dam Analyses and Design Report
6. Preparation of Construction Drawings
7. Preparation of Construction Specifications
8. Miscellaneous Services (Optional Task)

A description of the scope of each task is presented under the heading SCOPE OF SERVICES below. A tentative project schedule is shown on Figure 1.

General Assumptions:

- ***It is assumed that necessary right-of-entry will be provided to GEI by District at the appropriate times for site visits and field explorations.***

- ***Available data developed by the District and its consultants will be made available to the Consultant and will be utilized by the Consultant in the performance of our services. This data will include CAD files and editable text files for the 2004 Fugro and Lettis reports, and other related District documents.***

- ***It is assumed that topographic mapping suitable for design will be provided by the District. In particular, more coverage is needed along the eastern portion of the site (the topographic map needs to be extended approximately 1,000 feet farther to the east).***

SCOPE OF SERVICES

The scope of services to be provided by the GEI Team consists of the following tasks:

Task 1 – Project Management and Coordination with District

This task will include:

- Kickoff meeting and site visit
- Definition of communication and coordination protocols, standards, and formats
- Review of available data from previous studies

- Frequent phone and email communications with the District Project Manager and DSOD to exchange information, provide progress updates, and address project concerns.
- Management and supervision of the design team
- Management, coordination and evaluation of subconsultant services
- Project and design coordination meetings
- Documentation of key meetings
- Coordination of design activities with District staff

Task 1 Deliverables: Meeting Minutes for Key Meetings

Assumptions:

- ***A focused design phase not exceeding 9 months is assumed for budgeting purposes***

Task 2 – Confirmation of Design Criteria and Optimization of Dam Layout

Before embarking on field investigations and detailed design activities, we will review and document the basis for the preliminary design of the flood control basin. The general design criteria established in prior District studies will be reviewed and verified or refined in coordination with the District. Working with District staff, we will strive to identify pros and cons of various design refinements, identify ranges of design variables that may afford flexibility in the final configuration of the facility, and provide recommendations for optimization of the design.

DSOD design criteria for the dam will be set forth and will be the basis for assuring conformance in design and construction. A Design Criteria Memo will be prepared to document the design basis and will present the criteria, methods of analysis, and standards to be used in the design of the dam. The memo will contain a plan showing (1) the embankment crest, slope, and toes; (2) the locations of the proposed hydraulic structures; and (3) the basin layout (provided by the District) with excavation areas. This memo will be submitted to the District and subsequently to DSOD for review, comment and approval.

Task 2 Deliverable: Design Criteria Memo

Assumptions:

- ***One round of review comments by the District and DSOD***
- ***The District will develop hydrologic design criteria and document them in a memo. The memo could be included as an appendix to the Design Criteria Memo in order to package all key design criteria in a single document for ease of reference.***

- ***The District will provide project background description and other relevant input (other than dam design criteria) for the memo.***
- ***The District will provide the detention basin layout.***
- ***It is assumed that cost estimates will be prepared by the District unless otherwise authorized under Task 8.***
- ***After comments have been received, the Design Criteria Memo will be updated and incorporated in the Design Report, which will be prepared under a separate task.***

Task 3 – Meetings with Division of Safety of Dams

Meetings with DSOD will be held to communicate the design approach and obtain their feedback and buy-in on the concepts, criteria and design approaches as the project progresses. We anticipate three meetings:

- In the first meeting, we will present the preliminary layout and concepts, discuss the issues of concern to DSOD, and review the design criteria and proposed supplemental field investigations for the dam. We expect this meeting to be held shortly after issuance of the draft Design Criteria and Layout Memo to DSOD (under Task 2) and draft Field Investigation Work Plan (under Task 4).

- The second meeting would occur during the course of the supplemental field investigations at the site. Preliminary findings will be described and discussed, and open test trenches across the Antioch fault will be observed in the field as previously requested by DSOD.

- The third meeting would occur at approximately the 60 percent level of design for the dam and structures. DSOD feedback will be obtained for incorporation in the final design package.

Each meeting will involve the preparation of an agenda and package of review materials as well as meeting notes.

Task 3 Deliverables: DSOD Meeting Minutes and Correspondence

Assumptions:

- ***Three meetings assumed for budgeting purposes***

Task 4 – Additional Field Investigations and Lab Testing

This task will begin with assimilation of existing geologic and geotechnical data developed by the District's consultants during previous studies. An identification of

geotechnical data gaps will be made and a detailed Field Exploration Work Plan prepared and submitted to the District and DSOD for review. Field explorations in support of the basin design are anticipated to include the following:

- *Review of geologic mapping of the basin, and detailed geologic reconnaissance to confirm and augment the existing information.*
- *Review of current and historical aerial photographs and maps to identify geomorphic features that could have an impact on basin performance during a flood event.*
- *Drilling of conventional mud-rotary and/or sonic geotechnical test borings through the dam foundation, at selected locations under the crest centerline, upstream toe and downstream toe, and where the available data is insufficient to properly characterize the subsurface conditions to the appropriate depths. These explorations will provide engineering parameters (strength, permeability, compressibility) needed to characterize the geotechnical conditions of the dam foundation, including information on the presence of soft or liquefiable recent alluvial sediments that would require removal and permeable layers in the foundation that would require seepage mitigation.*
- *Excavation of test pits along the dam foundation, spillway and outlet works alignment to assess depth of roots and stripping requirements, and to obtain bulk samples of foundation soils for material property testing. Foundation test pit exploration will be evenly distributed along the dam alignment.*
- *Excavation of test pits in the basin excavation area to determine quantities of material suitable for borrow, and obtain soil samples for material property testing.*
- *Sampling and laboratory testing to evaluate material properties for the foundation soils and proposed borrow material. Undisturbed samples will be taken with Shelby push tubes, Pitcher barrel sampler, or similar sampling device. Anticipated soil testing includes the following: gradation, unit weight, moisture content, specific gravity, Atterberg limits, compaction, permeability, consolidation, and triaxial shear strength (unconsolidated-undrained and consolidated-undrained).*

Other activities within this task will include preparation of subcontracts, coordination of site access and environmental clearances with the District, utility clearance, supervision of subcontractors, documenting and logging field exploration activities, and preparing logs and data summaries.

A preliminary site subsurface exploration program is summarized in the tabulation below. The final explorations will be adjusted depending upon detailed review of available data and actual site conditions encountered.

Summary of Planned Exploration Program

Exploration	Location	Approx. Number	Avg. Depth (feet)
Borings	Dam foundation	10	40
Borings	Inlet, Outlet and Spillway	4	30
Borings	Ancient Landslide, Right Abutment	3	80
Test Pits	Borrow Area	8	15 to 20
Test Pits	Dam foundation	8	10 to 15
Test Pits	Outlet and Spillway	4	15 to 20
Test Trenches	Near SW Corner of Basin (at Antioch Fault Trace)	2	8 to 10

A Geotechnical Data Report will be prepared to present all available geotechnical data and information obtained during the data collection and field investigation activities. Information in this report will include the results of current and previous investigations including:

- *Geologic mapping*
- *Summary of previous geotechnical field investigations and laboratory testing*
- *Summary of current geotechnical field investigations and laboratory testing*
- *Borehole and CPT logs*
- *Test pit logs*
- *Field testing results*
- *Laboratory testing results*

Task 4 Deliverables: Field Investigation Work Plan; Draft and Final Geotechnical Data Report

Assumptions:

- ***One round of District and DSOD comments for the Field Exploration Work Plan and Geotechnical Data Report.***
- ***Rights-of-entry and environmental clearances will be secured by the District in a timely fashion to permit the orderly progress of the work.***
- ***Field investigation program assumed for budgeting purposes is summarized in the tabulation above.***

Task 5 – Dam Analyses and Design Report

Engineering analyses and evaluations will be performed for the design of the dam, basin and associated features. These evaluations and analyses will include:

- *Establishment of foundation objective, and definition of foundation excavation and treatment*
- *Design earthquake update*
- *Dam static and dynamic stability*
- *Seepage analyses*
- *Foundation settlement*
- *Inlet and outlet works hydraulic and structural design*
- *Emergency spillway hydraulic and structural design*
- *Erosion protection features*
- *Grading plans and borrow area development*
- *Reservoir rim slope stabilization features if needed*
- *Definition of required instrumentation (such as crest monuments).*

Results of the analyses will be presented in a Design Report. The Design Report will contain an interpretation and evaluation of the hydraulic, geological and geotechnical information relevant to the design of the basin and appurtenant structures. The report will provide the basis for the geotechnical design including the selection of geotechnical parameters and the analysis of slope stability, seepage, erosion, liquefaction, and settlement. The report also will present the basis for the hydraulic design.

Task 5 Deliverable: Draft and Final Design Report

Assumptions:

- ***One round of District and DSOD comments for the Design Report.***
- ***The District will develop hydrologic input to the design including routing the 100-year and 1,000-year storms through the reservoir. The resulting peak flows will be used for design of the hydraulic structures.***
- ***Basin inlet will include a drop structure into the basin floor, with concrete end sill and baffle blocks to dissipate energy. The inlet structure's hydraulic analysis and design concept will be developed by the District.***
- ***GEI will use District's Sand Creek Watershed Study as basis for design of hydraulic structures. Structural analysis, including sub-drains and seepage control, will be performed by GEI.***

- ***The District will document the hydrologic design in a memo which could be included as an appendix to the Design Report in order to package key design information in a single document for ease of reference.***

Task 6 – Preparation of Construction Drawings

This task consists of the detailed layout and design of the proposed detention basin in the form of drawings. Drawings will be prepared for site excavation and grading, dam embankment, foundation excavation and treatment, inlet and outlet works, emergency spillway, erosion protection, and slope stabilization measures. The drawings will be incorporated into the contract documents for construction. A preliminary list of drawings is included in Table 1. The drawings will be submitted for review by the District and DSOD at the 35%, 60%, and Issue-for Approval (90%) design levels.

GEI's internal Quality Control team will review the drawings to ensure that they conform to standards and meet the District's requirements.

Task 6 Deliverable: 35%, 60%, Issue for Approval (90%) and Issue-for-Construction drawings

Assumptions:

- ***Drawing list shown on Table 1.***
- ***It is assumed that designs and design drawings for the following features will be prepared by the Flood Control District as needed:***
    - ***Roads (future Sand Creek Road adjacent to dam, access roads to adjacent properties, intersections, approaches, transitions, etc.)***
    - ***Park facilities***
    - ***Bridge over spillway if needed***
    - ***Other features not directly related to the dam and appurtenances***
- ***The District will determine hydraulic requirements for hydraulic structures.***
- ***Reviews at the design levels indicated above.***
- ***Four-weeks turn-around time for review comments.***

Task 7 – Preparation of Construction Specifications

This task consists of the preparation of technical specifications for inclusion in the construction contract documents. It is assumed that the Caltrans Standard Specifications dated July 2002 and Standard Plans dated July 2004 will be used. It is also assumed that the District will take a lead role in the preparation of contract documents and prepare the front-end documents (Proposal, Contract, Notice to Contractors, general provisions, and

special provisions). The GEI team will support the District in this activity and prepare special provisions for the dam-related technical sections of the specifications, which will differ from Caltrans standard sections.

The specifications will be reviewed by the District and DSOD along with the drawings at the 60%, Issue for Approval (90%), and Issue-for-Construction design levels. As discussed in Task 6, GEI's internal Quality Control team will review the specifications to ensure that they conform to standards and meet the District's requirements.

Task 7 Deliverable: 60%, Issue for Approval (90%), and Issue-for-Construction Technical Specifications in the form of special provisions for input into District's contract document package

Assumptions:

- ***District will take a lead role in the preparation of contract documents and prepare the front-end documents (Proposal, Contract, Notice to Contractors, general provisions and special provisions).***
- ***Reviews at the design levels indicated above.***
- ***Four-weeks turn-around time for review comments.***

Optional Task 8 – Miscellaneous Services

Optional Task 8 is included to provide a level of contingency funding for the District to allow the GEI Team to perform additional activities that are not currently anticipated or are not assigned to the GEI Team but that may be determined to be necessary or assigned to the GEI Team during the course of the project. Activities may include but not be limited to the following:

- Task 8.1: Provides budget for a fourth meeting with DSOD, if needed once draft final plans and specifications have been completed. DSOD's feedback would again be obtained and addressed in order to obtain final approval for the design.
- Task 8.2: Includes an allowance for engineering analyses not included in Task 5.
- Task 8.3: Provides budget for preparation of up to five additional drawings if needed to define dam foundation grouting requirements or to provide more detail for hydraulic structures.
- Task 8.4: Includes an allowance for cost estimating
- Task 8.5: Includes an allowance for engineering support to environmental compliance and/or permitting activities
- Task 8.6: Includes an allowance for engineering support to right-of-way acquisition activities
- Task 8.7: Includes an allowance for support in bidding and awarding a construction contract(s)

We have not included these items in Tasks 1 through 7 above because they may not be needed and/or the District may perform the work with internal staff. However, allowances are included in the task budget to perform some of the above services at the District's election. This task would only be used with the District's express authorization upon mutual agreement on a scope and corresponding budget for the desired services.

Table 1. Preliminary List of Drawings for Upper Sand Creek Basin, Dam and Appurtenances, Rev. June 24, 2008

GENERAL

- *Project Location, General Notes & List of Drawings*
- *Existing Topography, Project Boundary, Land Ownership & Existing Utilities*
- *Environmental Resource Exclusion Zones, Construction Access & Staging Areas*
- *Survey Control System*

GEOLOGY

- *Geology Plan and Exploration Locations*
- *Geologic Profile Along Dam Axis*
- *Geologic Sections*

CIVIL

- *Basin Site Plan*
- *Basin Grading Plan & Demolition of Structures*
- *Basin Grading – Sections & Details*
- *Slope Stabilization – Sections & Details*
- *Dam Excavation Plan*
- *Dam Excavation Sections & Details*
- *Dam Foundation – Grouting Plan (if needed)*
- *Dam Foundation – Grouting Sections & Details (if needed)*
- *Dam Foundation – Surface Treatment Details*
- *Borrow Area Plan*
- *Dam Embankment – Plan*
- *Dam Embankment – Cross-Sections (2)*
- *Dam Embankment – Longitudinal Section*
- *Dam Embankment –Camber, Settlement Monuments & Miscellaneous Details*
- *Saddle Dam Plan, Profile & Sections*
- *Low-Level Outlet – Plan & Profile*
- *Low-Level Outlet – Sections*
- *Low-Level Outlet – Intake Structure (2)*
- *Low-Level Outlet – Outlet Structure (2)*
- *Emergency Spillway – Plan & Profile*
- *Emergency Spillway – Sections*
- *Emergency Spillway – Inlet Plan, Profile & Sections*
- *Emergency Spillway – Energy Dissipater (2)*
- *Basin Inlet Structure, Plan & Profile*
- *Basin Inlet Structure, Sections & Details (2)*

POSSIBLE OTHER DRAWINGS

- *Diversion During Construction Plan, Sections & Details*

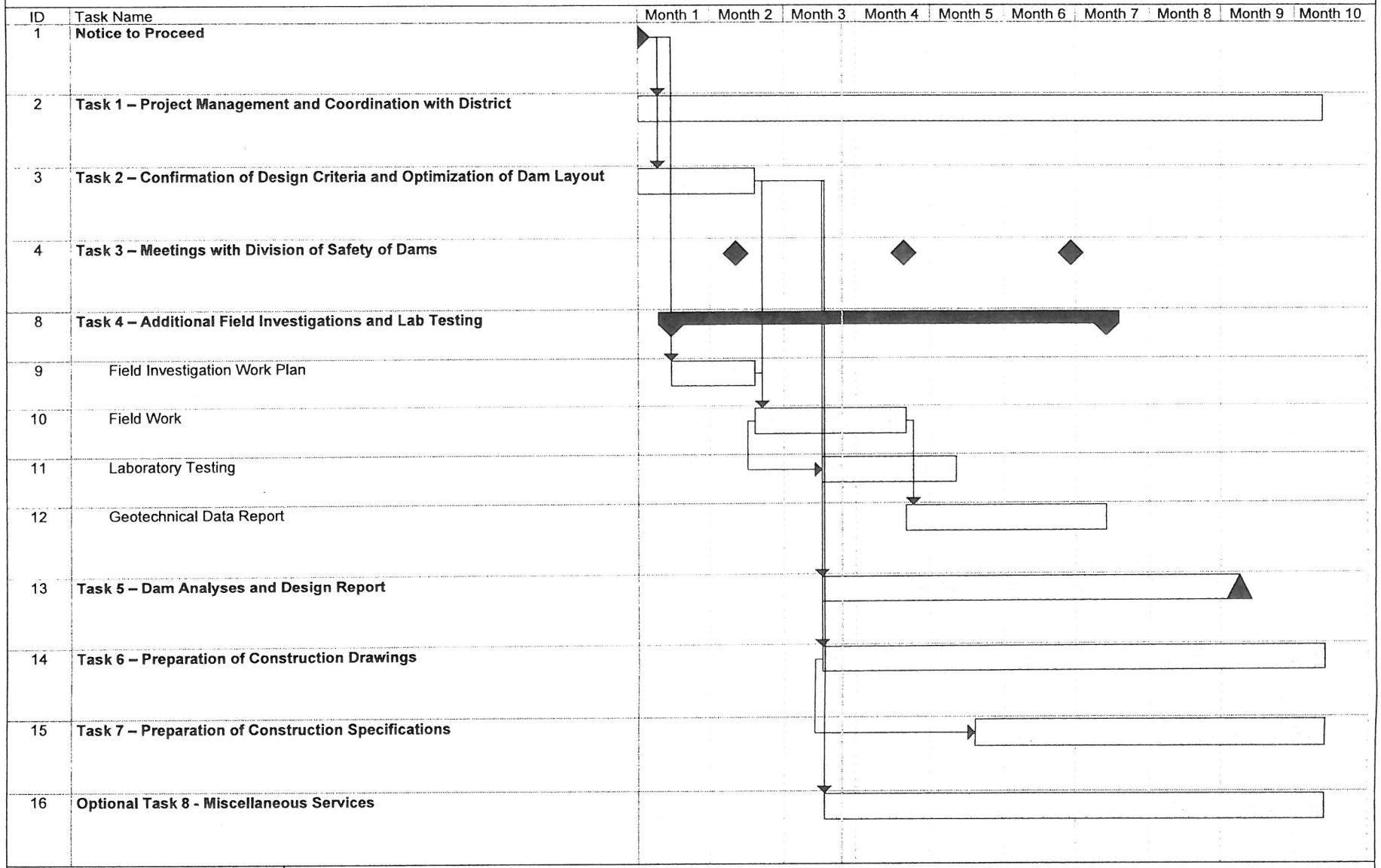
Assumptions:

1. It is assumed that designs and design drawings for the following features will be prepared by the Flood Control District as needed:
   - Roads (future Sand Creek Road adjacent to dam, access roads to adjacent properties, intersections, approaches, transitions, etc.)
   - Park facilities
   - Bridge over spillway if needed
   - Other features not directly related to the dam and appurtenances

   However, these features can be shown on some of GEI drawings as appropriate by importing CAD files prepared by others.

2. It is assumed that topographic mapping suitable for design will be provided by the Flood Control District. More coverage is needed along the eastern portion of the site (extend the topographic map approximately 1,000 feet farther to the east).

FIGURE 1
Upper Sand Creek Basin Expansion
Contra Costa County Flood Control & Water Conservation District
Conceptual Project Schedule



Appendix B

FEE SCHEDULE

Personnel Category	Hourly Billing Rate $ per hour
Staff Professional-Grade 1	$86
Staff Professional-Grade 2	$96
Project Professional-Grade 3	$106
Project Professional-Grade 4	$118
Senior Professional-Grade 5	$140
Senior Professional-Grade 6	$160
Senior Professional-Grade 7	$189
Senior Consultant-Grade 8	$212
Senior Consultant-Grade 9	$261
Senior Principal	$315
Senior CADD Drafter and Designer	$106
CADD Drafter/Designer and Senior Technician	$96
Technician, Word Processor, Administrative Staff	$78
Office Aide	$62

*These rates will be billed for both regular and overtime hours in all categories.
*Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond 12 months after the date of the contract.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses – All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses include subconsultants, laboratory charges, rented or leased equipment, outside printing, communications and mailing, reproduction, and shipping.

Billing rates for CADD and Specialized Technical Computer Programs – Computer usage for CADD and specialized technical programs will be billed at a flat rate of $10 per hour in addition to the labor required to operate the computer.

Field and Laboratory Equipment Billing Rates – GEI owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily rate, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation – Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges. When required for a project, four-wheel drive vehicles, owned by GEI or the employees, will be billed at a daily rate appropriate for those vehicles.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service as described in Appendix A. Payment is due upon receipt of the invoice. The County will not pay interest on outstanding invoices, but will work in a timely manner to resolve any outstanding items related to the deliverables or the invoice.

Appendix C

PROJECT PERSONNEL

In performing the services for the Upper Sand Creek Detention Basin Expansion under this Agreement, the Consultant shall use the key personnel listed below. Changes in key personnel may only be made with Public Agency's written consent per Article 27 of the Consulting Services Agreement.

Key Personnel (GEI staff unless noted otherwise):

- Project Manager: Alberto Pujol, P.E., G.E. (Grade 8)
- Steve Verigin, P.E., G.E. (Grade 9)
- Bill Rettberg, P.E. (Grade 8); Jeff Brown, E.G. (Grade 6); Gilles Bureau, P.E. (Grade 9); Jim Nickerson, P.E. (Grade 5); Dan Wanket (Grade 7); Aydin Tlabar (Grade 7); Charles Anderson, P.E. (Grade 4)
- CE&G Staff: Philip Gregory, P.E., G.E.; Mitch Wolfe, E.G.; Mark Meyers, P.E., G.E.; Chris Hockett, P.E. (CE&G); Greg Bellas, P.E. (CE&G)
- Terra Mater Staff: Carol Buckles, P.E., G.E.

Consultant may use support staff, not listed above, as appropriate to perform the contracted services within the authorized budget and schedule.

C. 9

To: **Flood Control District Board of Supv**

From: **Julia R. Bueren, Public Works Director/Chief Engineer**

Date: **March 22, 2011**

Contra Costa County

Subject: Approve first amendment to funding agreement with American Rivers, Brentwood area. (100% Flood Control Zone 1 Funds) Project No. 7521-6D8449

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute the First Amendment to the Funding Agreement between the Contra Costa County Flood Control & Water Conservation District and American Rivers, Inc., to increase funding by $30,000 to a new payment limit of $130,000 for construction costs of the Marsh Creek Fish Passage Improvement Project, Brentwood area.

FISCAL IMPACT:

There is no fiscal impact to the General Fund. This project is funded by Flood Control Zone 1 Funds. The Flood Control District has applied for, and expects to receive, State Prop 50 grant funds through the East County Integrated Regional Management Plan to offset the Flood Control Zone 1 Funds expended for this project.

CONSEQUENCE OF NEGATIVE ACTION:

If the amendment is not approved, there will not be adequate funding for the fish ladder project, and some grant funds could potentially be lost.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: Tim Jensen (925) 313-2390

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: March 22, 2011

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

By: , Deputy

cc: R. M. Avalon, Deputy Chief Engineer, T. Jensen, Flood Control, T. Rie, Flood Control, C. Windham, Flood Control

BACKGROUND:

The Flood Control District previously entered into a Funding Agreement to cover a portion ($100,000) of the costs for American Rivers to plan, design, and construct a fish ladder within the existing drop structure in Marsh Creek to improve fish passage. American Rivers received several grants for this work. However, the funding received did not adequately cover the construction costs based on the low bid. In addition, construction costs increased due to changed field conditions and additional construction management. To cover these cost increases, it is necessary to amend the Funding Agreement to provide up to $30,000 in additional funding.

Pursuant to the Funding Agreement, American Rivers has completed construction of the fish ladder improvement, and the Flood Control District will soon accept the fish ladder for maintenance. Following project acceptance and receipt of a final invoice, the Flood Control District will reimburse American Rivers for eligible costs listed in the agreement. The proposed amendment would authorize the Flood Control District to reimburse American Rivers for not to exceed $130,000 in eligible project costs.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

FIRST AMENDMENT TO FUNDING AGREEMENT
MARSH CREEK FISH PASSAGE IMPROVEMENT PROJECT

1. **EFFECTIVE DATE AND PARTIES**

Effective March 22, 2011, the Contra Costa County Flood Control and Water Conservation District, a California special district ("District"), and American Rivers, Inc., a non-profit corporation organized and existing under the laws of the District of Columbia ("American Rivers") agree as follows:

2. **PURPOSE**

Effective August 26, 2010, District and American Rivers entered into a written agreement entitled "FUNDING AGREEMENT, MARSH CREEK FISH PASSAGE IMPROVEMENT PROJECT" (referred to as the "Agreement"). Under the Agreement, District agreed to allow American Rivers to construct a fish passage improvement project on the District's property and to reimburse American Rivers up to $100,000 for certain eligible expenses related to the construction of the project. The Agreement has not previously been amended. The parties now wish to amend the Agreement to increase the maximum reimbursement payable by District to American Rivers.

3. **AMENDMENTS TO AGREEMENT**

The first paragraph of Section 10.A is revised to read:

"American Rivers has received $310,000 in grant funding ("Funding") for the construction of the Project, which includes a $25,000 grant received by NHI. Upon exhaustion of the Funding, District agrees to reimburse American Rivers an amount up to and not exceeding $130,000 for all eligible costs, as specified below, of completing the Project."

4. **REMAINING PROVISIONS**

Subject to the changes made by this Amendment, all provisions of the Agreement shall remain in full force and effect.

5. **SIGNATURES**

These signatures attest the parties' agreement to this Amendment:

CONTRA COSTA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

By: _____
Julia R. Bueren
Chief Engineer

AMERICAN RIVERS, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

FORM APPROVED:
Sharon L. Anderson, County Counsel

By: _____
David F. Schmidt,
Deputy County Counsel

Note: 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. The Acknowledgment below must be signed by a Notary Public.

CERTIFICATE OF ACKNOWLEDGMENT

_____)
)
County of _____)

On March ___, 2011, 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)

FUNDING AGREEMENT
MARSH CREEK FISH PASSAGE IMPROVEMENT PROJECT

This Agreement is entered into effective August 26, 2010, by and between the Contra Costa Flood Control and Water Conservation District, a California special district ("District"), and American Rivers, Inc., a non-profit corporation organized and existing under the laws of the District of Columbia ("American Rivers").

RECITALS

A. American Rivers is a non-profit organization (non-profit corporation) headquartered in the District of Columbia whose purpose is the restoration of rivers and critical wildlife habitat.

B. District is a special district that owns and operates flood control facilities in Contra Costa County, including the drop structure located on Marsh Creek within the City of Brentwood.

C. American Rivers has received $285,000 in grant funding from the California State Coastal Conservancy, Department of Water Resources, and California Attorney General for the construction of a fish passage improvement at the above drop structure on District's property. In addition, the National Heritage Institute ("NHI") has received a $25,000 grant for the same project and has agreed to make the grant funds available for payment of the project construction costs.

D. The fish passage improvement would enhance the District's drop structure and would provide environmental benefits within the entire Marsh Creek watershed.

E. As permitted by District's organic act (West's Water Code Appendix, Sections 63-4 and 63-5), and considering the benefits to District and the Marsh Creek watershed, District wishes to allow American Rivers to construct the fish passage improvement on District's property and to reimburse American Rivers for the portion of construction costs that exceeds the grant funding that American Rivers and NHI have received for this project.

F. Pursuant to the California Environmental Quality Act (CEQA), District's governing body has previously approved a Notice of Exemption for this project and has approved the project.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Term. The term of this Agreement is from the date listed above until District has made its final reimbursement payment to American Rivers as specified in Section 10.

2. Improvements. American Rivers agrees to construct the fish ladder and related improvements, including appurtenant equipment ("Project") on District's property ("Property") described in Exhibit "A," in strict accordance with the improvement plans and specifications reviewed by and on file with District and in conformance with the Contra Costa County Public Works Department Standard Plans and Specifications, the Caltrans Standard Plans, and the State of California (Caltrans) Standard Specifications (May 2006). District approves the design of the Project work, as set forth in the improvement plans and specifications on file with District.

American Rivers shall complete the Project in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the Contra Costa County Public Works Department Standard Plans and Specifications, the Caltrans Standard Plans, and the State of California (Caltrans) Standard Specifications (May 2006). Where there is a conflict between any of these and the improvement plans and specifications on file with District, the stricter requirements shall govern.

3. Permits and Approval. American Rivers shall be responsible for obtaining all permits and approvals from any permitting authorities, including District and Contra Costa County, necessary to complete the Project. American Rivers shall strictly comply with all terms and conditions of Encroachment Permit for Use of District Right of Way No. 609-10 to be issued by District prior to start of construction, and shall include a provision in the construction contract requiring the contractor to strictly comply with that and all other permits and approvals.

4. Improvement Security. Upon executing this Agreement, American Rivers shall provide as security to District:

A. Performance and Guarantee: Security in the amount of $315,185, which represents 100% of the estimated cost of the construction work. Such security shall consist of a corporate surety bond, in a form acceptable to District, issued by a surety admitted in California and naming District as co-obligee on the bond.

With this security, American Rivers guarantees performance under this Agreement and acceptance against any defective materials or any unsatisfactory performance.

B. Payment: Security in the amount of $315,185, which represents 100% of the estimated cost of the construction work. Such security shall consist of a corporate surety bond, in a form acceptable to District, issued by a surety admitted in California and naming District as co-obligee on the bond.

With this security, American Rivers guarantees payment to the contractor, to his subcontractors, and to persons renting equipment or furnishing labor or materials to them or to American Rivers.

5. Guarantee and Warranty of Project Work. American Rivers guarantees that the Project work shall be free from defects in materials or workmanship and shall perform satisfactorily for a period of one year from after the Board of Supervisors accepts the Project as complete. American Rivers agrees to promptly correct, repair, or replace, at its sole expense, any defects in the Project work.

6. Improvement Plan Warranty. American Rivers warrants that the plans for the Project are adequate to accomplish the Project as promised in Section 2. If, at any time before the Board of Supervisors accepts the Project as complete or during the one-year guarantee period, the improvement plans prove to be inadequate in any respect, American Rivers shall make whatever changes are necessary to accomplish the Project work as promised.

7. No Waiver. Inspection of the Project work and/or materials, or approval of Project work and/or materials, or statement by any officer, agent, or employee of District or Contra Costa County indicating that the Project work or any part of it complies with the requirements of this Agreement, or acceptance of the whole or any part of the Project work and/or materials, or payments for the Project work and/or materials, or any combination or all of these acts, shall not relieve American Rivers of its obligation to fulfill this Agreement as prescribed. Nor shall District be estopped by any such acts from bringing any action for damages arising from the failure to comply with any of the terms and conditions of this Agreement.

8. Hold Harmless and Indemnification.

   A. In its construction contract, American Rivers shall include the following indemnification provisions:

      (1) The contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section.

      (2) The indemnitees benefitted and protected by this promise are District, Contra Costa County, City of Brentwood, East Bay Regional Park District, State Coastal Conservancy, the United States of America (Natural Resource Conservation Service), the State Water Resources Control Board, and their governing bodies, officers, agents, and employees.

      (3) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before District approved the Project design or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(4) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the contractor may be liable, or any officer(s), agent(s), or employee(s) of one or more of them.

(5) The promise and agreement in this section is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(6) Except as prohibited by law, the contractor's obligations under this section shall exist regardless of the existence or degree of fault of District or any other indemnitee.

(7) The contractor and its insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by any indemnitee, unless this time has been extended by the indemnitee.

B. To the extent not covered by the defense and indemnification provided by the contractor, American Rivers shall defend, indemnify, save, and hold harmless District, Contra Costa County, State Coastal Conservancy, the State Water Resources Control Board, and their officers, agents, and employees the same as required of the contractor under Subsection A, except that American Rivers' obligations shall also include any act or omission (negligent or non-negligent) attributable to American Rivers, its officers, agents, or employees.

9. Costs. Except as provided otherwise in Section 10.D, American Rivers shall pay when due, all the costs of the Project, including permits, inspections, and relocating existing utilities if necessary.

10. Reimbursement to American Rivers.

A. American Rivers has received $310,000 in grant funding ("Funding") for the construction of the Project, which includes a $25,000 grant received by NHI. Upon exhaustion of the Funding, District agrees to reimburse American Rivers an amount up to and not exceeding $100,000 for all eligible costs, as specified below, of completing the Project.

Eligible Costs:

(1) Fees paid to Winzler & Kelly for construction management services and specialized inspection or testing services pursuant to their contract with American Rivers; estimated at $31,424.

(2) Payment to G.S.E. Construction Company, Inc. for employee's wages, benefits, and payroll burden for Fish and Wildlife training as required by the Department of Fish and Game Permit (page 2 of 6); estimated at $4,140.

(3) Payment to G.S.E. Construction Company, Inc. for any field orders or change orders approved by District in writing in advance, as provided in Section 12.

(4) Payment to G.S.E. Construction Company, Inc. for providing as-built drawings reviewed and stamped by a civil engineer licensed in the State of California; estimated at $4,600.

(5) Payment to NHI for grant administration services, including without limitation compliance with grant reporting and invoicing requirements; not to exceed $5,000.

(6) Fees paid by American Rivers to hire a consultant to implement and enforce a labor compliance program for the Project, including grant reporting and invoicing, pursuant to Labor Code Section 1771.8, as required by District's Proposition 50 Grant Agreement with the State Water Resources Control Board; estimated at $6,000.

(7) If any costs for items #1 through #6 are paid with the $315,000 in Funding awarded to American Rivers and NHI and satisfactory proof of payment is submitted to District, District may instead reimburse American Rivers the same amount for construction work performed by G.S.E. Construction Company, Inc. under the $315,185 construction contract with American Rivers. Such substitute reimbursement may include any of the following items: mobilization, demobilization, fish ladder structure, cable railing, steel grating, debris bollards, slide gate, grouted rock slope protection, project site maintenance and control, biologist training, construction administration, and construction quality assurance testing.

(8) District's maximum reimbursement obligation for items #1, #2, #4, and #6 shall be limited to the estimated amount, unless American Rivers obtains from District advance, written approval of a higher amount.

B. During the construction work, American Rivers shall submit to District for reimbursement invoices detailing eligible Project costs in a form and detail approved by District. District will review the invoices and submit a reimbursement payment, less 10%, to American Rivers within 30 days of receipt of each invoice.

C. Within 60 days of the Board of Supervisors accepting the Project as complete, American Rivers shall submit the following items to District: (a) a detailed final report listing all Project costs; (2) as-built drawings in ACAD reviewed and stamped by a civil engineer licensed in the State of California; (3) all

manufacturers' warranties pertaining to the Project work; and (4) a final invoice for reimbursement of any remaining eligible Project costs. District will review the final invoice and submit a reimbursement payment to American Rivers within 30 days of receipt of the final invoice, report, as-built drawings, and warranties. The final reimbursement payment will include all withheld retention, unless stop notices, bond claims, or other claims have been filed or asserted against the Project, in which case District will continue to hold retention as necessary to cover such claims.

D. District's obligation to reimburse American Rivers for eligible Project costs shall be limited to a maximum of $100,000 and shall be subject to any legal requirements or restrictions, as well as to the terms and conditions of this Agreement. Moreover, no reimbursement shall be payable to American Rivers unless and until: (1) American Rivers has obtained at least three competitive bids for each item of Project work and District has approved in writing the construction contract price; (2) American Rivers has obtained an Encroachment Permit for Use of District Right of Way from District and any other necessary permits from permitting agencies to complete the Project; (3) and American Rivers has submitted the invoices, report, as-built drawings, and/or warranties specified in Subsections B and C.

E. In addition to the reimbursement described in this Section, District and/or Contra Costa County shall contribute to the Project certain staff time, consisting of inspection of the Project work, and shall not require compensation from American Rivers or its contractor for such staff time.

11. Completion Deadline. Time is of the essence in this Agreement. American Rivers shall complete the Project no later than December 31, 2010. If American Rivers fails to complete the Project by that date, and District has not agreed in writing to an extension, District may proceed to complete the Project. In that event, American Rivers shall pay all costs of completing the Project, subject to a credit for Project costs that are eligible for reimbursement under Section 10.

12. Changes In Project Work. The plans and specifications for the Project work shall be in accordance with the current Contra Costa County Public Works Department "Standard Plans," the Caltrans Standard Plans, and the State of California (Caltrans) Standard Specifications (May 2006). Before soliciting construction bids for the Project work, American Rivers shall first obtain District's written approval of the plans and specifications. Once the plans and specifications have been approved by District, any subsequent field orders or change orders which affect the original design, the design intent, or the Project costs shall require District's advance approval in writing. Once this Agreement has been executed, American Rivers shall not change the engineer(s) or construction manager(s) without first obtaining District's written consent. In addition, once the contract for the Project has been awarded, American Rivers shall not allow the substitution of the general contractor and subcontractors except with District's prior, written consent.

13. Construction Bids. Before proceeding with construction of the Project, American Rivers shall first obtain and present to District for review and approval at least three competitive bids for each item of Project work. District has reviewed the bids obtained by American Rivers and has approved the lowest bid for $315,185.00 submitted by G.S.E. Construction Company, Inc.

14. Maintenance of Fish Ladder Improvement. Upon District's acceptance of the Project, District shall own and assume maintenance responsibility for the Project.

15. Insurance.

A. American Rivers shall ensure that the construction contract for the Project work includes provisions requiring the contractor to provide: (1) Commercial General Liability Insurance, including blanket contractual (or contractual liability) coverage, broad form property damage coverage, and coverage for owned and non-owned automobiles, with a minimum combined single-limit coverage of $1 million for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof, arising out of each accident or occurrence; (2) Workers' Compensation Insurance pursuant to state law; and (3) endorsements, certificate(s) of insurance, or other evidence of insurance satisfactory to the District listing the required coverages and naming District, Contra Costa County, City of Brentwood, East Bay Regional Park District, State Coastal Conservancy, the United States of America (Natural Resource Conservation Service), the State Water Resources Control Board, and their governing bodies, officers, agents, and employees as additional insureds, and requiring 30 days' written notice to District and the County of policy lapse or cancellation.

B. In addition, American Rivers shall provide: (1) Commercial General Liability Insurance, including blanket contractual (or contractual liability) coverage, broad form property damage coverage, and coverage for owned and non-owned automobiles, with a minimum combined single-limit coverage of $1 million for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof, arising out of each accident or occurrence; (2) Workers' Compensation Insurance pursuant to state law; and (3) endorsements, certificate(s) of insurance, or other evidence of insurance satisfactory to District listing the required coverages and naming District, Contra Costa County, State Coastal Conservancy, the State Water Resources Control Board, and their governing bodies, officers, agents, and employees as additional insureds, and requiring 30 days' written notice to District and the County of policy lapse or cancellation.

C. Before allowing the contractor to begin work on the Project, American Rivers shall submit to District the evidence of insurance required under Subsections A and B and shall obtain District's approval to begin work.

16. Prevailing Wages. Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which the Project work is to be performed, for each craft, classification, or type of worker needed to execute the Project work. American Rivers shall ensure that the construction contract for the Project includes provisions requiring the contractor and all subcontractors to pay at least these prevailing wage rates to all persons on the Project work and to fully comply with a labor compliance program pursuant to Labor Code Sections 1771.5 and 1771.8. In addition, American Rivers shall hire a consultant, approved by District in advance in writing, to administer and enforce the labor compliance program for this Project, and American Rivers shall withhold contract payments under the construction contract as specified in Labor Code Section 1771.5.

17. Assignment. This Agreement may not be assigned, assumed, pledged, or hypothecated without the advance, written consent of the other Party. Any attempt to circumvent this requirement shall be void and unenforceable.

18. Remedies for Breach. If either Party breaches this Agreement, the non-breaching Party may enforce the Agreement according to its terms and shall be entitled to all legal and equitable remedies.

19. Integration Clause. This Agreement contains the entire understanding of the Parties as to the subjects covered by this Agreement. Any alleged promise or representation by either Party shall be unenforceable, unless it is set forth in this Agreement or in another written agreement or permit signed by the Parties.

CONTRA COSTA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

By _____
Julia R. Bueren, Chief Engineer

APPROVED AS TO FORM:
SHARON L. ANDERSON, County Counsel

By: _____
Deputy County Counsel

AMERICAN RIVERS, INC.

By _____
Name: Kristin M. May
Title: Vice President

By _____
Name: William P. Lee
Title: Asst Secretary

SS: District of Columbia

Date: Sept 9, 2010
BY: KRISTIN M MAY & William P. Lee
Subscribed and sworn to before me.
_____

Notary Public, District of Columbia
My Commission Expires 11/14/2011

Wendie L. Wachtel
Notary Public, District of Colum
My Commission Expires 11/14/2

G \fldctl\CurDev\Agreements\Funding Agreement for Fish Ladder\Final Marsh Cr Fish Psg Imp Prj American Rivers Fdg Agt 9-2-10.doc

C.10

To: Board of Supervisors

From: Clerk of the Board

Date: March 22, 2011

Contra Costa County

Subject: CLAIMS FOR MARCH 22, 2011

RECOMMENDATION(S):

DENY claims filed by Tamika Patrick, next of kin on behalf of Ramal Patrick and his children; David Arevalo; Jaime Barajas; Na Du; David Imler; and David L. Cook; and late claim filed by Tony M. Belfield.

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: **03/22/2011** ☐ 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: March 22, 2011

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

C.11

To: Board of Supervisors

From: John Gioia, District I Supervisor

Date: March 22, 2011

Contra Costa County

Subject: Proclamation Honoring Fred Davis Jackson for His Outstanding Contributions to Contra Costa County

---

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

Contact: Luz Gomez 510 374 3231

of the Board of Supervisors

By: , Deputy

cc:

The Board of Supervisors of
Contra Costa County, California

In the matter of: **Resolution No. 2011/86**

Honoring Fred Davis Jackson for his Remarkable Contributions to Contra Costa County and Beyond

Whereas, Fred Davis Jackson has profoundly influenced countless lives in our community through his work as a peace and social justice activist, artist, philanthropist, and community educator; and
Whereas, Fred Jackson has lived in Contra Costa County since moving here from Mississippi in the 1950's, graduated from Richmond High School in 1957, and joined the U.S. Army; and
Whereas, Fred Jackson was recently named a "Hometown Hero" by the Bay Area News Group, and continues to be an inspiration to all who know him, or who hear him speak or sing; and
Whereas, Fred Jackson continually demonstrates his love of all humanity, considering all people part of a beautiful "People Bouquet" – the title of one of his songs; and
Whereas, Rep. George Miller chose Fred Jackson to serve as the sole elector from the 7th Congressional District and he cast an electoral vote for President Obama in 2008, and attended President Obama's inauguration in Washington DC in 2009; and
Whereas, as a peace and social justice activist, Fred Jackson participated in sit-ins in the South during the 1960's Civil Rights movement; participated in numerous walks and marches for peace; fasted for 19 days as part of Fast4Education for equitable school funding in 2004; spoke against the death penalty; promoted violence prevention initiatives like the Tent City Peace Movement; received the 2000 Peacemaker Award in Contra Costa County; and
Whereas, as an artist, Fred Jackson wrote, directed and produced the play Brother Dap at the Richmond auditorium in 1994; wrote the novel An Evolution in Black and White; wrote his soon-to-be published reflections "Thoughts Set Free on the Wings of Expression"; and has written and performs numerous songs, including "One Step at a Time." "Too Early Too Young," and "When the Ozone is Gone;" and
Whereas, as a philanthropist, Fred Jackson, together with Pastor Bradford and Paul Foster, donated a parcel of land which enabled the City of Richmond, the Labor of Love Community Development Corporation and related companies to establish the Trinity Plaza housing complex for low-income seniors at Macdonald Ave. and 4th St. in Richmond;
Whereas, as a community educator, Fred Jackson has worked for Neighborhood House of North Richmond on numerous issues to benefit the community including lead abatement, HIV education, and improved nutrition through H.E.A.L. (Healthy Eating Active Living) collaborative;
Whereas, as a man of faith, this year Fred Jackson introduced a Health Covenant to unite the community and the church in a fight against diabetes; and
Whereas, these many accomplishments are just a few examples of the breadth of contributions Fred Jackson has made to the Contra Costa community; and
Whereas, Fred Jackson is well-loved and respected throughout our region by his friends, family, fellow activists and people of all ages and backgrounds who have the pleasure of interacting with him;
Whereas, the City of Richmond and Contra Costa County are in the process of renaming the main street through North Richmond as Fred Jackson Way to honor his commitment to unify communities;

Now, Therefore, Be It Resolved: That Contra Costa County thanks and acknowledges Fred Jackson for his lifetime of countless contributions and hopes that his message of peace, hope and unity continues to spread in every corner of our community.

_____
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: March 22, 2011

David J. Twa,

By: _____, Deputy

C.12

To: **Board of Supervisors**

From: **Gayle B. Uilkema, District II Supervisor**

Date: **March 22, 2011**

Contra Costa County

Subject: Resolution honoring Karen Mulvaney as 2011 Lafayette Citizen of the Year as recommended by Supervisor Uilkema

---

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☑ 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: March 22, 2011

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

Contact: Carol Yates, 335-1046

of the Board of Supervisors

By: , Deputy

cc:

The Board of Supervisors of
Contra Costa County, California

In the matter of: **Resolution No. 2011/116**

Honoring Karen Mulvaney as Lafayette 2011 Citizen of the Year

Whereas, Karen Mulvaney is an exemplary member of the community who has a lengthy history of initiating programs and holding Chair positions in school related activities; and
Whereas, Karen has been involved for more than twenty years in campaigns for the local parcel tax and bond measures and causes vital to the progress, strength, and stability of Lafayette; and
Whereas, with her dedication to bringing forth new opportunities to Lafayette citizens of all ages, Karen has helped substantially, to add a new dimension to the profile of Lafayette; and
Whereas, Karen has played a major role supporting the Lafayette Library and Learning Center as a Board of Trustee Member and Communications Chair; and
Whereas, as a leader of the Library's Open Doors Open Minds , Karen brought the campaign through the successful multi year effort to a monumental achievement, with contributions that support continuing ambitious programs and extended library hours; and
Whereas, Karen works tirelessly to make Lafayette a special and unique place to call home; and
Whereas, Karen is well appreciated for her continuing contributions to the Lafayette Community.

Now, therefore be it resolved that the Board of Supervisors of Contra Costa County does hereby honor and congratulate Karen Mulvaney as 2011 Lafayette Citizen of the Year.

_____
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: March 22, 2011

David J. Twa,

By: _____, Deputy

C.13

To: **Board of Supervisors**

From: **Julia R. Bueren, Public Works Director/Chief Engineer**

Date: **March 22, 2011**

Contra Costa County

Subject: Recognizing the contributions of Paula Edmonds on the Occasion of her Retirement from the Public Works Department

---

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

Contact: Carrie Ricci (925) 313-2235

Clerk of the Board of Supervisors

By: , Deputy

cc:

The Board of Supervisors of
Contra Costa County, California

In the matter of: **Resolution No. 2011/108**

IN THE MATTER OF RECOGNIZING the contributions of Paula Edmonds on her 24 years of service to Contra Costa County

WHEREAS, Paula began her career with Contra Costa County in 1986 as a Recreation Program Supervisor. Paula has worked 24 years for Contra Costa County, 17 of those years in the Public Works Department and has held various positions. Prior to becoming a permanent County employee she worked as a Program Supervisor for Carquinez Coalition, Inc. implementing a poverty program for the unincorporated areas of West Contra Costa County and as the Director for the Tara Hills and MonTaraBay Recreation Programs, and

WHEREAS, Paula was promoted to Administrative Services Assistant III in February 2005, overseeing the department's facilities and grounds maintenance responsibilities, contract administration, and Small Business Enterprise and Outreach Programs. Paula was instrumental in finding temporary locations and moving staff with minimal disruption when a large portion of the building's HVAC system needed renovation. She worked with the General Services Department to develop building systems maintenance and capital improvement plans as part of the Public Work's Department's Accreditation Program. She became certified as an Integrated Pest Management (IPM) Facility Manager, and

WHEREAS, Paula's grant writing skills resulted in several grants for the installation of capital improvements in many of the County's parks – from ball fields and playgrounds to a soccer field and trail. Paula was one of the founders of the Kids-At-Work childcare center and was recognized for her participation on that Board of Directors, and

WHEREAS, Paula was instrumental in the development of the new 12,100 square foot new building addition, including development of the layout for the cubicles and working with staff and vendors to move staff over two weekends without disruption, and

WHEREAS, in 1995 Paula was awarded the Department's Award of Excellence for her work on a grant application for the community of Rodeo, and

WHEREAS, in 2005 Paula was awarded the Department's Award of Excellence for her work on relocating staff for the HVAC renovation, and

NOW, THEREFORE, IT IS BY THE BOARD RESOLVED THAT Paula Edmonds be recognized for 24 years of dedicated service to Contra Costa County on the occasion of her retirement and for the high quality of work performed by her during her career.

_____

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: March 22, 2011

David J. Twa,

By: _____, Deputy

C.14

To: **Board of Supervisors**

From: **William Walker, M.D., Health Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Honoring Art Lathrop, EMS Director, for his years of service to Emergency Medical Services and to Contra Costa County

---

RECOMMENDATION(S):

Adopt Resolution 2011/115 honoring Art Lathrop, Emergency Medical Services (EMS) Director, for his years of service to Emergency Medical Services (EMS) and Contra Costa County.

FISCAL IMPACT:

None.

BACKGROUND:

Art's career with Contra Costa County Emergency Services has spanned 25 years. On March 30, 2011 Art will be retiring from his position as EMS Director, which he has held since 1986. Art has been instrumental in development of the county's trauma system, establishment of a countywide benefit assessment area to fund the expansion of paramedic services, and the re-design of countywide fire paramedic response and ambulance transportation. Art is credited with promoting and presiding over many innovative programs and systems which have contributed toward making the Contra Costa County EMS system one of the most highly functioning EMS systems in the nation.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: William Walker, 957-5403

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: March 22, 2011

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

By: , Deputy

cc: Tasha Scott, Barbara Borbon, Juliene Latteri

CONSEQUENCE OF NEGATIVE ACTION:

None.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

The Board of Supervisors of Contra Costa County, California

In the matter of: **Resolution No. 2011/115**

Honoring Art Lathrop, EMS Director for his years of service to Emergency Medical Services and to Contra Costa County

WHEREAS, Art Lathrop began his career in 1965 after graduating from Loyola University of Chicago in 1965 with a Bachelor's degree in political science, followed by a Master's in Urban Studies from Loyola University's Urban Life Institute; and

WHEREAS, Art moved to California in 1968, initially working with the Santa Clara County Planning Department, and then accepting a position with the Bay Area Social Planning Council (the planning arm of the Bay Area United Way). In 1978 he joined the Alameda County Health Care Service Agency, as health care planner, then in 1979 moved to the Alameda County Emergency Medical Services (EMS) Agency as assistant director; and

WHEREAS, in 1986 Art began a 25-year career as EMS Director for Contra Costa County, presiding over implementation of the County's trauma system and establishment of a countywide benefit assessment area to fund the expansion of paramedic services as well as continuing enhancements to the EMS system; and

WHEREAS, Art presided over implementation of many innovative programs and systems in Contra Costa County, including the re-design of county-wide fire paramedic response and ambulance transportation, and trauma systems. Under his leadership and tutelage programs such as HeartSafe Communities, Public Access Defibrillation, STEMI, Stroke, and EMS for Children were developed and implemented; and

WHEREAS, Art has been instrumental in creating the County's disaster medical response system, supporting Hospital Disaster Preparedness, co-serving with Dr. William Walker as the Medical Health Operational Area Coordinator (MHOAC) for Contra Costa since the early 1990s, and promoting the development of the Federal Disaster Medical Assistance Team for the San Francisco Bay Area in 1997, as well as establishment of the Contra Costa Medical Reserve Corps in 2009; and

WHEREAS, Art helped establish the mutli-disciplinary collaboration which has provided the template for the "Gang of Ten"; and

WHEREAS, Art's greatest legacy to Contra Costa County has been his vision and promotion of collaboration, which brought together hospitals, fire and law enforcement agencies, and community partners and in turn created a highly functioning and nationally recognized EMS system;

NOW, THEREFORE, BE IT RESOLVED that Art Lathrop be recognized on the occasion of his retirement from Contra Costa County service for his lifetime contributions to emergency medical services and for his contributions to the people of Contra Costa County.

_____

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: March 22, 2011

David J. Twa,

By: _____, Deputy

C.15

To: **Board of Supervisors**

From: **Ted Cwiek, Human Resources Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Adoption Ordinance to Exempt Classification of Emergency Medical Services Director-Exempt from the Merit System

---

RECOMMENDATION(S):

ADOPT Ordinance No. 2011-06 amending Section 33-5.313 of the Ordinance Code to exempt from the merit system the class of Emergency Medical Services Director-Exempt, as recommended by the Assistant County Administrator - Human Resources Director.

FISCAL IMPACT:

There is no fiscal impact from the introduction of this ordinance.

BACKGROUND:

The Emergency Medical Services Director is a single position classification responsible for directing, managing, and administering the activities of the Local Emergency Medical Services Agency (LEMSA) of Contra Cost County, as well as providing leadership and coordination to the countywide emergency medical services system.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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:
March 22, 2011
David J. Twa, County

RECUSE ☐

Contact: Ted Cwiek, 925-335-1776

Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Malinda Brown, Roxana Mendoza, Tanya Stulken, Dorette McCollumn

BACKGROUND: (CONT'D)

The Emergency Medical Services Division acts as an agent of the State of California. In the event of a large scale medical incident or a disaster, the Division is responsible for coordinating emergency medical aid and medical mutual aid for the County. The role and responsibilities of this position will affect all citizens of Contra Costa County should a large scale medical incident or disaster occur. It will also affect citizens that may be in need of emergency medical services. The Emergency Medical Services Director is a member of the Health Services Senior Management Team, therefore this classification is a high-echelon position within Contra Costa County Health Services Department and this classification should be exempt. County Counsel has amended the Ordinance as required for exempting this position, pending Board approval.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Health Services Department will not be able to maximize responsiveness to the highly critical management responsibilities of the position that ultimately affects all citizens of Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

None

ORDINANCE NO. 2011-06

(Exclude from the Merit System the new class of Emergency Medical Services Director-Exempt)

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I: Section 33-5.313 of the County Ordinance Code is amended to exclude from the merit system the new classification of Emergency Medical Services Director-Exempt, to read:

33-5.313. Health-medical.

(a) The director of health services is excluded and is appointed by the board.

(b) The county health officer (Health and Safety Code Section 454) is excluded and is appointed by the board.

(c) The county physician (Health and Safety Code Section 1441) is excluded and is appointed by the board.

(d) The county (local) director of mental health services (Welfare and Institutions Code Section 5607, 9 Cal. Admin. Code Sections 620, 621 [Dir. of Local Mental Health Services] is excluded and is appointed by the board.

(e) The assistant to the health services director-exempt is excluded and is appointed by the director of health services.

(f) The assistant directors of health services are excluded and are appointed by the director of health services.

(g) Physicians and dentists serving the county (except those in the classifications of assistant health officer, and chief of community health services) are excluded and are appointed by the director of health services.

(h) The health services administrative officer is excluded and is appointed by the director of health services.

(i) The medical director is excluded and is appointed by the board upon the recommendation of the director of health services and the county administrator.

(j) The director of marketing, member services, and public relations-Contra Costa Health Plan is excluded and is appointed by the director of health services.

(k) The Contra Costa Regional Medical Center chief executive officer-exempt is excluded and is appointed by the director of health services.

(l) The health services personnel officer-exempt is excluded and is appointed by the director of health services.

(m) The alcohol and other drug services director-exempt is excluded and is appointed by the director of health services.

(n) The chief medical officer-exempt is excluded and is appointed by the director of health services.

(o) The mental health medical director-exempt is excluded and is appointed by the director of health services.

(p) The executive assistant to the hazardous materials commission-exempt is excluded and is appointed by the director of health services.

(q) The health plan services assistant-exempt is excluded and is appointed by the director of health services.

(r) The mental health education liaison-exempt is excluded and is appointed by the director of health services.

(s) The deputy executive director, Contra Costa Health Plan-exempt is excluded and is appointed by the director of health services.

(t) The director of environmental health services is excluded and is appointed by the director of health services.

(u) The director of hazardous materials programs-exempt is excluded and is appointed by the director of health services.

(v) The chief executive officer, Contra Costa Health Plan-exempt is excluded and is appointed by the director of health services.

(w) The residency director-exempt is excluded and is appointed by the director of health services.

(x) The Contra Costa Health Plan medical director is excluded and is appointed by the director of health services.

(y) The chief operations officer-exempt is excluded and is appointed by the director of health services.

(z) The health services information technology director-exempt is excluded and is appointed by the director of health services.

(aa) The assistant health services information technology director-project management-exempt is excluded and is appointed by the director of health services.

(bb) The assistant health services information technology director-application development-exempt is excluded and is appointed by the director of health services.

(cc) The assistant health services information technology director-customer support-exempt is excluded and is appointed by the director of health services.

(dd) The assistant health services information technology director-infrastructure-exempt is excluded and is appointed by the director of health services.

(ee) The assistant health services information technology director-information

security-exempt is excluded and is appointed by the director of health services.

(ff) The ambulatory care chief executive officer-exempt is excluded and is appointed by the director of health services.

(gg) The chief quality officer-exempt is excluded and is appointed by the director of health services.

(hh) The emergency medical services director-exempt is excluded and is appointed by the director of health services.

(Ords. 2011-06, §1, 2010-13, §1, 2009-16, §1, 2009-09, §1, 2008-11, §1, 2007-37, §1, 2005-28, §1, 2004-11, §1, 2003-32, §1, 99-23, 98-11, §1, 98-5, §1, 97-25, §1, 97-13, §1, 96-31, §1, 93-31, 92-2, §1, 90-124, §1, 90-55, 86-97, 86-32, 85-50 §2, 83-9, 1-70 §2, 81-32 § l[5], 80-69 §1, 80-34 §1, 80-6, 79-29, 79-9 §3: §32-2.602 (7, 13, 16): prior code § 2413 (g, n, r): Ords. 69-81, 2030, 471: Bd. Sups. Resol. # 79/201).

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

PASSED ON _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DAVID TWA, Clerk of
the Board and County Administrator

By:_____ _____

Deputy Board Chair

[SEAL]

VLD:ld
H:\Ordinances\Exempt\Ordinances\Health Services 2011-06.wpd
(3/3/11)

C.16

To: **Board of Supervisors**

From: **Karen Mitchoff, District IV Supervisor**

Date: **March 22, 2011**

Contra Costa County

Subject: DECLARE Vacant the District IV Seat of the Economic Opportunity Council

---

RECOMMENDATION(S):

DECLARE vacant the District IV Seat on the Economic Opportunity Council previously held by Florence Weiss due to her resignation, and DIRECT the Clerk of the Board to post a vacancy, as recommended by Supervisor Mitchoff.

FISCAL IMPACT:

None.

BACKGROUND:

Ms. Florence Weiss notified Supervisor Mitchoff's office of her resignation to the Economic Opportunity Council on March 1, 2011. Resignation Letter is attached.

CONSEQUENCE OF NEGATIVE ACTION:

The District IV Seat of the Economic Opportunity Council will go unfilled.

CHILDREN'S IMPACT STATEMENT:

None.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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:
March 22, 2011
David J. Twa, County

RECUSE ☐

Contact: Carolina Salazar, (925) 521-7100

Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

Subject: EOC resignation

Date: Tuesday, March 1, 2011 11:00:34 AM PT

From: Weiss, Florence

To: Carolina Salazar

CC: Michelle Cooper

Priority: High

Dear Carolina,
It is with regret that I am turning in my official resignation from the County EOC. I deeply believe in their mission and have appreciated my serving as a representative.
However, the Thursday night meetings in Martinez have become a direct conflict with my work hours, making it virtually impossible to make more than half of the yearly meetings.
I will keep my eyes open for a replacement, and look forward to serving Karen in some other capacity in the future.
Thanks again

Florence Weiss
Downtown Program Manager, City of Concord
1950 Parkside Drive MS 1B
Concord, CA 94519
925-671-3403

To: **Board of Supervisors**

From: **Joe Valentine, Employment & Human Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Resignation from Advisory Council on Aging

RECOMMENDATION(S):

ACCEPT resignation of Gerald Sharrock from the Advisory Council on Aging, DECLARE a vacancy in City of Moraga Local Committee Seat, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

None

BACKGROUND:

In accordance with the Advisory Council on Aging's Bylaws, unexcused absences are subject to termination. As a result of Mr. Sharrock's absences, the Advisory Council on Aging President asked for Mr. Sharrock's resignation. Mr. Sharrock was reappointed to his position on August 11, 2009 with an expiration date of September 30, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

Advisory Council on Aging will be unable to conduct day to day operations.

CHILDREN'S IMPACT STATEMENT:

None

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

Contact: Earl Maciel 3-1648

Supervisors

By: , Deputy

cc: Earl Maciel

C.18

To: **Board of Supervisors**

From: **William Walker, M.D., Health Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Medical Staff Appointments and Reappointments – February 2011

RECOMMENDATION(S):

Approve new medical staff members, request for new and renewal of privileges, membership extensions, advancement to permanent staff, biennial reappointments, and resignations, as recommended by the Medical Executive Committee at their February 28, 2011 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.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Contra Costa Health Plan's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

By: , Deputy

cc: Tasha Scott, Barbara Borbon, Joanna Fon

CHILDREN'S IMPACT STATEMENT:

Not applicable.

A. New Medical Staff Members

John Ganey, MD	Internal Medicine
Karl Harnish, DO	Emergency Medicine
Kaaren Nelson-Munson, MD	Family Medicine
Jacqueline Park, MD	Internal Medicine
Reagan Schaplow, MD	Family Medicine

B. Request for additional privileges

Brian Johnson, MD	Internal Medicine	A

C. Request for Diagnostic Imaging privileges – Nighthawk Radiology Services

Kathy Keller, MD
George Mulopulos, MD

D. 12-Month Provisional Status - Request to extend for an additional 3-12 Months

Erum Ansari, MD	Pediatrics
Pascale Coucy, NP	Ob/Gyn
Johanna Ferman, MD	Psychiatry/Psychology
Constantine Nicholas, MD	Surgery - Ortho
Sunil Rohira, MD	Anesthesia
Stuart Zeman, MD	Surgery – Ortho
Takenori Watanabe, MD	Surgery

E. Advance to Non-Provisional

Dino Elyassnia, MD	Surgery	A
Jessica Oqvist, LM	Ob/Gyn	Aff

F. Biennial Reappointments

Gloria Asuncion, MD	Pathology	C
Jolaine Beal, MD	Family Medicine	P/C
Richard Chang, MD	Internal Medicine	P/C
Richard Claveria, MD	Surgery – Ortho	C
Charles Crane, MD	Family Medicine	A
Alex Espinoza, MD	Pediatrics	C
Stuart Forman, MD	Surgery	A
Micaela Godzich, MD	Family Medicine	A
John Hadley, MD	Internal Medicine	C
Gwendolyn Hamilton, MD	Pediatrics	A
Linda Lee, MD	Dental	A
Rudy Leong, MD	Family Medicine	C
Thomas McDonald, MD	Surgery	A
Teresa Madrigal, MD	Family Medicine	A
Natasha Pinto, MD	Family Medicine	A

Deborah Raphael, MD	Psychiatry/Psychology	A
Malaika Scott, MD	Family Medicine	A
Lynette Stromberg, MD	Internal Medicine	A
Tenki Tenduf-la, MD	Family Medicine	C
Eric Tsao, MD	Diagnostic Imaging	C
Keith White, MD	Pediatrics	A
Matthew White, MD	Psychiatry/Psychology	A

G. Biennial Renewal of Privileges

Laura Miller, NP	Family Medicine	Aff

H. Voluntary Resignations

Victoria Agnost, MD	Pediatrics
Evan Goulding, MD	Psychiatry/Psychology
Martin Jimenez, MD	Internal Medicine

C.19

To: **Board of Supervisors**

From: **Steve Silveira, Deputy General Svcs Director**

Date: **March 22, 2011**

Contra Costa County

Subject: APPROVE the Purchase of 2.83 Acres of Real Property on Technology Way in Brentwood, California (CP# 10-65; Project # WLP587)

RECOMMENDATION(S):

1. APPROVE the County's purchase of 2.83 acres of Real Property described on the attachment hereto from Gregory Ranch Office Investors, LP for future development purposes, for the purchase price of $1,300,000,which is a fair and reasonable price therefore, plus escrow closing costs of approximately $5,500; and APPROVE the Purchase and Sale Agreement; and ACCEPT the Grant Deed from Gregory Ranch Office Investors, LP.

2. AUTHORIZE the Deputy General Services Director, or designee, to execute the Purchase and Sale Agreement on behalf of the County.

3. APPROVE the disbursement of $1,300,000, plus approximately $5,500 in escrow closing costs, from Reserves in the County's General Fund to complete the purchase of the Real Property, and AUTHORIZE the Auditor-Controller to issue a check for $1,300,000 made payable to Gregory Ranch Office Investors, LP, and a check for the final amount of escrow closing costs made payable to Fidelity National Title Company, which checks are to be forwarded to the Real Estate Services Division in the General Services Department for delivery into Escrow No. 333975.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☑ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: Steve Silveira, 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: March 22, 2011

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

4. DIRECT the Real Estate Services Division to have the above-referenced Grant Deed recorded in the Office of the County Recorder.

FISCAL IMPACT:

The $1,300,000 purchase price, plus approximately $5,500 in escrow closing costs, will be paid from Reserves in the County's General Fund. A 4/5 vote of the Board of Supervisors is required to authorize disbursements 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 Assessment found that notable geographic inequities existed with regard to the delivery of County services, and that Far East county residents were geographically disadvantaged in relation to County service delivery.

As a result of the above *Regional Needs Assessment*, the Board directed General Services 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.

On January 18, 2011, the Board of Supervisors determined that acquiring the land will not have a significant effect on the environment, and that the transaction 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 directed both the Director of the Department of Conservation and Development (DCD) to file a Notice of Exemption with the County Clerk, and 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.

On January 18, 2011, the Board of Supervisors declared that the Board would 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, and, in accordance with Government Code section 25350, the Board directed the Clerk of the Board to publish a notice in the Contra Costa Times stating the Board's intention to meet to consummate the purchase. That notice was published in the Contra Costa Times on February 21, February 28, and March 7, 2011, and stated the Board would meet on March 15, 2011 to consummate the purchase.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not acquire the Technology Way land for the future development of the East County Government Center, and $1,300,000, plus escrow closing costs of approximately $5,500, will not be paid from Reserves in the County's General Fund.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- [x] BOARD OF SUPERVISORS
- [ ] COUNTY ADMINISTRATOR
- [ ] AUDITOR-CONTROLLER

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

ACCOUNT CODING | DEPARTMENT :

ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>	
0005	8981	Fund Balance Available	1,305,500	00		00
		TOTALS	1,305,500	00	0	00

APPROVED

AUDITOR-CONTROLLER:

BY: Mani Rattoda DATE 3/7/11

COUNTY ADMINISTRATOR:

BY:_____ DATE_____

BOARD OF SUPERVISORS:

YES:

NO:

BY:_____ DATE_____

(M8134 Rev 05/09)

EXPLANATION OF REQUEST:

Appropriation of reserves for the acquisition of Real Property on Technology Way in Brestwood for future development of the East County Government Center.

[signature] SIGNATURE | TITLE | 3/7/11 DATE

REVENUE ADJ. RAOO 5025

JOURNAL NO.

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

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- [X] BOARD OF SUPERVISORS
- [ ] COUNTY ADMINISTRATOR
- [ ] AUDITOR-CONTROLLER

ACCOUNT CODING | DEPARTMENT :

ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE	
4401	4025	ECGC-East County Gov Ctr		00	1,305,500	00
0990	6301	Reserve for Contingencies (Capital Res)	1,305,500	00		
0990	6301	Appropriable New Revenue			1,305,500	00
		TOTALS	1,305,500	00	2,611,000	00

APPROVED

AUDITOR-CONTROLLER:

BY: Marie Rutledge DATE 3/7/11

COUNTY ADMINISTRATOR:

BY:_____ DATE_____

BOARD OF SUPERVISORS:

YES:

NO:

BY:_____ DATE_____

(M129 Rev 05/09)

EXPLANATION OF REQUEST:

Appropriation of reserves for the acquisition of Real Property on Technology Way in Brestwood for future development of the East County Government Center.

Barbara Kuwein Sr. MA 3/7/11
SIGNATURE TITLE DATE

APPROPRIATION APOO 5025

ADJ. JOURNAL NO.

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

[X] BOARD OF SUPERVISORS

[ ] COUNTY ADMINISTRATOR

[ ] AUDITOR-CONTROLLER

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

ACCOUNT CODING | DEPARTMENT :

ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>	
0005	8981	Fund Balance Available	1,305,500	00		00
		TOTALS	1,305,500	00	0	00

APPROVED

AUDITOR-CONTROLLER:

BY: Mani Pandoda DATE 3/7/11

COUNTY ADMINISTRATOR:

BY: [signature] DATE 3/8/11

BOARD OF SUPERVISORS:

YES:

NO:

BY:_____ DATE_____

(MB134 Rev 05/09)

EXPLANATION OF REQUEST:

Appropriation of reserves for the acquisition of Real Property on Technology Way in Brentwood for future development of the East County Government Center.

[signature] SMA 3/7/11

SIGNATURE TITLE DATE

REVENUE ADJ. RAOO 5025

JOURNAL NO.

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

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- [X] BOARD OF SUPERVISORS
- [ ] COUNTY ADMINISTRATOR
- [ ] AUDITOR-CONTROLLER

ACCOUNT CODING | DEPARTMENT:

ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE	
4401	4025	ECGC-East County Gov Ctr		00	1,305,500	00
0990	6301	Reserve for Contingencies (Capital Res)	1,305,500	00		
0990	6301	Appropriable New Revenue			1,305,500	00
		TOTALS	1,305,500	00	2,611,000	00

APPROVED

AUDITOR-CONTROLLER:

BY: Marie Rutledo DATE 3/7/11

COUNTY ADMINISTRATOR:

BY: [signature] DATE 3/8/11

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

(M129 Rev 05/09)

EXPLANATION OF REQUEST:

Appropriation of reserves for the acquisition of Real Property on Technology Way in Brentwood for future development of the East County Government Center.

[signature] Barbara Kaiser Sr. MA 3/7/11

SIGNATURE TITLE DATE

APPROPRIATION ADJ. JOURNAL NO. APOO 5025

The following notice is pursuant to Subdivision (b) of Section 12956.1 of the California Government Code

Notice

If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Amended 2009

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Property and each portion thereof is and shall be owned, conveyed, mortgaged, encumbered, leased, developed, improved, used and occupied subject to this Declaration and the covenants, conditions, restrictions and easements set forth herein, all of which are equitable servitudes which shall run with the title to the land and be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property, or any portion thereof, and their respective heirs, successors and assigns. The purpose of this Declaration is to enhance and protect, and provide a means of controlling and maintaining, the value, desirability and attractiveness of the Property and every portion thereof, for the benefit of Declarant and every future Owner and Tenant of the Property, in accordance with a general plan of subdivision, development and improvement.

ARTICLE 1
DEFINITIONS

Unless the context clearly indicates otherwise, certain capitalized terms used in this Declaration are defined as follows:

1.1 "***Annexable Property***" shall mean all the real property described in Exhibit A attached and, unless the context dictates otherwise, all Improvements situated on or below the surface of such real property.

1.2 "***Applicable Laws***" shall mean and include all present and future federal, state and local laws, statutes, ordinances, resolutions, codes, rules, regulations, orders, decrees, decisions, determinations and other actions having the force of law that are applicable to the ownership, development, improvement, use or operation of the Property, including without limitation the Planned District zoning and all conditions of approval thereto.

1.3 "***Building***" shall mean any structural improvement on any Parcel that is enclosed by exterior walls, floor and roof and is designed for residential and/or commercial/retail use.

1.4 "***City***" shall mean the City of Brentwood, California.

1.5 "***County***" shall mean the County of Contra Costa, California.

1.6 "***Declarant***" shall mean (i) the Declarant named in the Preamble of this Declaration, (ii) any corporation, partnership, trust, limited liability company or other entity in which Arthur L. Lorenzini, Jr. and/or Michael W. Conley may own any interest whatsoever, including without limitation CL Land Investments, L.P., CL Land Corporation, Claremont Homes, Inc. and Claremont Commercial Partners I, L.P., and

the Owner. If a Parcel is subject to a Lease, the record owner of fee title and not the Tenant shall be deemed the Owner, regardless of the length of the term of the Lease. If a Parcel is subject to a land sale contract, the vendor under such contract shall be deemed the Owner.

1.17 "***Owner Obligations***" shall mean all applicable covenants, conditions, restrictions, limitations and burdens binding an Owner pursuant to this Declaration.

1.18 "***Parcels***" shall mean any one or more of the Parcels described in Recital B, and such new or modified parcels or lots as may be created out of such Parcels as a consequence of the recordation of mergers, lot line adjustments, parcel maps or final maps. Nothing in this Declaration shall be deemed to limit or restrict the subdivision of any Parcel in accordance with Applicable Laws, and no Owner shall protest or oppose any merger, lot line adjustment, parcel map or subdivision map proposed by Declarant. Unless the context dictates otherwise, references in this Declaration to a "Parcel" also shall mean and include all Improvements situated on the Parcel.

1.19 "***Person***" shall mean any individual, partnership, limited liability company, association, corporation, trust, governmental agency, administrative tribunal or other form of business or legal entity.

1.20 "***Property***" shall mean the real property described in Recital A above and, unless the context dictates otherwise, all Improvements situated on or below the surface of such real property.

1.21 "***Recreational Vehicles***" shall have the meaning provided in Section 2.10.

1.22 "***Release***" shall mean and include any accidental or intentional spilling, leaking, pumping, pouring, emitting, emptying, discharging, injection, escaping, leaching, migrating, dumping or disposing into the air, land, surface water, ground water or the environment of any Hazardous Substance (including without limitation the abandonment or discarding of receptacles containing any Hazardous Substances), unless allowed by Environmental Law.

1.23 "***Tenant***" shall mean each lessee, sublessee, licensee or permittee under a Lease.

1.24 "***Utilities***" shall mean all utilities which serve the Project, including without limitation gas, electricity, storm and sanitary sewer, domestic water, fire sprinkler water, irrigation water and internet, cable and telephone services.

Owner if such Owner has not commenced and thereafter diligently prosecuted to completion the necessary maintenance, repair or replacement.

(c) Exterior Appearance. There shall be no changes made in the materials or the color palette used for the exterior of any Improvements within the Property without the prior approval of the City's Design Review Board or Planning Commission. This restriction is intended to ensure the visual consistency, harmony and compatibility of the Improvements within the Project.

(d) Performance Standards. All repair, maintenance, replacement and restoration work shall be performed in accordance with Applicable Laws, and in a manner that minimizes any disruption or inconvenience to the other Owners and Tenants, and their respective Invitees. An Owner's obligations under this Section 2.2 shall be excused during any period that its performance is prevented or delayed by an act of God, labor strikes, unusually inclement weather for the time of year, riot, acts of war, delay caused by any governmental agency and any other event beyond the Owner's reasonable control.

2.3 Trash Collection. No Owner or Tenant shall accumulate, maintain, store or allow to exist in, on or around the Property any trash, garbage, waste disposal containers or similar items outside of any Building unless such items are screened from view by a fence or landscape material; provided, however, that: (a) such containers may be put out at regular intervals to facilitate collection if necessary; and (b) construction debris and waste disposal containers may be maintained or stored on any portion of the Property, if done in a safe and secure manner, for so long as there is ongoing and continuous construction on said portion of the Property, or in the case of an Improvement, for so long as there is ongoing repair, restoration or remodeling being undertaken. Notwithstanding the foregoing, no burning of rubbish or trash shall be permitted at any time on any portion of the Property.

2.4 Screening and Storage. Subject to compliance with public utility requirements, and only to the extent possible consistent with the requirements of PG&E and other public utilities, all ground-level public utility structures, transformers, heating, ventilation and air conditioning equipment and similar structures and equipment located on any Parcel shall either be enclosed within architecturally consistent portions of the Buildings, reasonably screened from view from adjacent Parcels and roadway rights-of-way by means of screening walls, fences, berms, dense landscaping materials or any combination thereof, or placed in locations that are not visible from any other Parcel. All materials, tools, equipment and inventory may be stored only within enclosed yard areas that are not visible from any other Parcel or from roadway rights-of-way.

2.5 Restoration. If any Improvements are damaged or destroyed by fire, flood, earthquake or any other cause, the Owner of the Parcel on which the damaged or destroyed Improvements are located shall proceed with all due diligence, in accordance with Applicable Laws, to repair, restore, rebuild and reconstruct the

termination of this Declaration with regard to any claims accruing prior to the date of such expiration or termination.

2.8 Prohibited Uses. Notwithstanding anything to the contrary in any Applicable Law, the following uses, activities and operations **shall not be permitted on any Parcel**:

(a) Trailer courts, mobile home parks, junk yards or recycling facilities, cemeteries, jail or honor farms, truck or bus terminals (provided, however, that nothing in this Declaration shall be deemed to prohibit transit stops or transit stop shelters), construction yards (except for temporary staging and construction-related uses during the course of construction), and flea markets;

(b) Commercial excavation (except during the course of approved construction), and drilling for and/or the removal of oil, gas or other hydrocarbon substances (except that this provision shall not be deemed to prohibit entry to the Property below a depth of five hundred (500) feet for such purposes);

(c) Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals or refuse (except for the disposal of non-hazardous sewage and garbage in accordance with all Applicable Laws), distillation of bones, fat rendering, stockyard or slaughter of animals, refining of petroleum or petroleum-related products, smelting of iron, tin, zinc or other ores, and petroleum storage yards; and

(d) Adult businesses, massage parlors (which prohibition shall not preclude therapeutic massages provided by spas and health clubs as an incidental part of an otherwise permitted use), escort bureaus, X-rated bakeries, pornographic bookstores/newsstands/novelties, any obscene or pornographic use, any type of "adult entertainment" use (including without limitation topless, bottomless, or bikini-clad individuals, waitresses or performers), selling or using "adult" gifts or products (including without limitation adult videos, movies, peep shows, games or other items of an explicit sexual nature), any use as a "sex," "head," or "pawn" shop, and tattoo parlors.

2.9 Nuisances. No noxious, illegal or offensive activities shall be carried on the Property, nor shall anything be done which may be or become a nuisance. Notwithstanding the foregoing, each Owner and Tenant, by accepting or entering into any conveyance, Lease or other interest, acknowledges and agrees that: (a) the Parcels may be used for commercial and retail purposes, all of which will give rise to traffic (including pedestrian, vehicular and truck traffic), noise, odors (including food odors), congestion and/or other impacts; and (b) such impacts are acceptable, shall not be considered a nuisance, have been taken into account in determining the consideration that was paid by such Owner or Tenant for its applicable interest in the Property, and shall not give rise to any claim against or liability on the part of any other Owner or Tenant, except in the case of a violation of this Declaration or Applicable Law. Each Owner of a Parcel shall include the foregoing acknowledgment and agreement in any Lease to which such Owner is a party, but the failure to include the foregoing

food or quick service restaurant business whose primary business is the sale of ground beef in sandwich or hamburger form, is operated on Parcel C for a period of thirty (30) consecutive days or more (except while Parcel C and/or any Improvements located thereon are untenantable by reason of casualty or condemnation or during temporary closures for repairs, remodeling or alterations or due to any shut down on account of strikes, lock-outs, or similar causes beyond the reasonable control of the Owner or the then operator of the restaurant located on Parcel C), the Non-Compete shall terminate and be of no further force or effect.

(b) Operating Covenant. For a period of five (5) years commencing on the date the grant deed is recorded conveying Parcel C to Jack-in-the-Box, Parcel C shall be used only for the operation of a Jack-in-the-Box restaurant or another first class nationally- or regionally-known quick service or fast food restaurant; provided, however, that the foregoing shall not require or obligate the Owner or any other Person to actually operate a business on Parcel C for any period of time.

ARTICLE 3
RECIPROCAL EASEMENTS FOR ACCESS AND PARKING; SIGNAGE AND OTHER EASEMENTS

3.1 Reciprocal Access and Parking Easements for Parcels A and B. Parcel A shall have a non-exclusive appurtenant easement over, under and across those portions of Parcel B so designated in the Site Plan attached as Exhibit B as the "Access Easement Area" and the "Parking Easement Area" for purposes of pedestrian and vehicular access across the Access Easement Area, and vehicular parking within the seven (7) parking spaces marked within the Parking Easement Area, for the Owner, Tenants and respective Invitees of Parcel A. (Such parking spaces may be marked for the use of Parcel A.) Parcel B shall have a non-exclusive appurtenant easement over, under and across that portion of Parcel A so designated in the Site Plan attached as Exhibit B as the "Access Easement Area" for purposes of pedestrian and vehicular access across the Access Easement Area for the Owner, Tenants and respective Invitees of Parcel B. All Improvements within the Easement areas, including without limitation the paved surfaces, striping, curbs and other surface drainage features, walkways, landscaping, lighting and signage, shall be maintained in an integrated, coordinated and consistent fashion as part of a single driveway and parking lot. Without limiting the generality of Section 2.1(a) above, each of the Owners of Parcel A and Parcel B shall maintain those driveway and parking lot-related Improvements that are on, under or within such Owner's Parcel in good, sound, safe and neat and attractive condition, and shall make all necessary repairs, replacements and restorations thereto, at its sole cost and expense.

3.2 Project Signage.

(a) Signage Easements. Easements are hereby reserved by Declarant over the Property (***"Signage Easements"***), upon, over and across those

		Share
Parcel A	48,787+/	10.6%
Parcel B	43,560+/	9.5%
Parcel C	33,977+/	7.4%
Parcel D	332,363+/	72.5%

In the event a Parcel is subdivided after recordation of this Declaration, the Owner of the Parcel immediately prior to the subdivision shall execute and record an Addendum to this Declaration that allocates the subdivided Parcel's Percentage Share between the resultant Parcels, using the approximate percentage that the net square footage of each resultant Parcel bears to the net square footage of the original Parcel, and rounding off so each new Percentage Share is a whole number.

(d) Payment of Maintenance Costs.

(i) Payment Statement. Any Owner performing maintenance, repair and/or replacement work as described in Section 3.2(b) or Section 3.2(c) shall prepare and submit a statement to the other responsible Owners that describes the work performed and calculates each Parcel's estimated share (in the case of the Pylon Signs) or Percentage Share (in the case of the Project Entry Signs) of the costs to be shared (the ***"Payment Statement"***). The Payment Statement may (but need not) be sent prior to the commencement of any work; and payment in full may be required prior to the commencement of the work, provided that any funds received before any payments for the work are due and owing shall be deposited in a separate account, shall require withdrawal only upon the signature of the Owners of at least two Parcels, and shall be used only for maintenance, repair and/or replacement of the signage and any incidental costs directly related thereto. Any unused funds shall be refunded to the Owners in the same proportion as the funds were paid no later than 90 days after completion of the work. If the prepaid funds are not sufficient to pay for the work, each Owner shall pay the Owner's share (in the case of the Pylon Signs) or Percentage Share (in the case of the Project Entry Signs) of the deficiency not later than 15 days after receipt of notice of the amount of the deficiency (the ***"Deficit Notice"***).

(ii) Timing of Payment. Each Owner shall make payment in full to the Owner performing the work within 30 days after receipt of the Payment Statement or Deficit Notice, as the case may be, and shall be in default if payment in full is not made within the required time. If payment is not made on or before the due date, a late charge in the amount of 10% of the amount due shall be charged to the delinquent Owner. In addition, interest shall accrue on the unpaid balance at the rate of 12% per annum (but not to exceed the maximum rate permitted by law) until paid in full.

reasonably necessary for the purpose of installing, maintaining, repairing and, as necessary, replacing landscaping, curbs, paving, Utilities and other Improvements on the benefited Parcel (provided, however, that each use of this easement shall be temporary, and only for the period reasonably required); and (c) such other portions of the Property as may be reasonably necessary for the purpose of maintaining, repairing and, as necessary, replacing Utilities and/or signage or otherwise exercising an Owner's rights under this Declaration with respect to such Owner's Parcel; provided, however, that the easement granted by this Section 3.4 shall not extend to any portions of a Parcel upon which Buildings or drive-thru lanes and drive-thru related facilities have been constructed.

3.5 Use of the Easements. The easements created or reserved by this Article 3 (collectively, the "***Easements***") shall be coterminous with the term of this Declaration, and shall be used in a manner that does not interfere with: (a) the use and enjoyment of the Easements by other benefited Owners, Tenants or Invitees; or (b) the use and enjoyment of the underlying burdened Parcel by the Owners and Tenants of such Parcel, and their Invitees. Promptly after use of an Easement, the underlying Parcel shall be restored to the condition it was in prior to the use of the Easement at no cost to the Owner of the underlying Parcel. If a Person's use of an Easement exceeds or is inconsistent with the rights provided by this Declaration, such use shall be conclusively deemed to be a permissive use unless and until challenged, shall not be deemed a waiver of any other Person's rights, remedies or obligations, and shall never ripen into any prescriptive right. The conveyance of any Parcel, whether voluntary or involuntary, shall automatically constitute the conveyance of all appurtenant Easements to the new Owner, and the reservation and exception of all Easements burdening any portion of such Parcel, all subject to the terms and conditions of this Declaration.

3.6 Indemnification. Each Owner shall indemnify, defend and hold each other Owner harmless from and against all claims, damages, liabilities and costs (including without limitation reasonable attorneys' fees) that relate to or arise out of the use and enjoyment of the Easements by such Owner, its Tenants and their respective Invitees. The indemnification obligations described in this Section shall remain effective following any expiration or termination of this Declaration as to any claims arising or accruing prior to the expiration or termination of this Declaration.

3.7 Liability Insurance Coverage and Limits. Each Owner shall maintain at all times commercial general liability or equivalent insurance, written on an occurrence basis, to insure against any claim that may arise in connection with the use of its Parcel(s) and appurtenant Easements by such Owner, its Tenants and their Invitees. Such liability insurance shall name the other Owners as additional insureds, and shall have coverage limits of at least Two Million Dollars ($2,000,000) for any one occurrence and in the aggregate. Any such insurance may have a commercially reasonable deductible. The insurance limits in this Section shall be subject to increase from time to time by such amounts as the Owners of at least three of the Parcels may reasonably agree is necessary or desirable, as may be evidenced by the practice of similarly

Owner and delivered to the Owners that may be parties to the dispute (the ***"Resolution Notice"***). The Owners shall negotiate in good faith in an effort to resolve the dispute. If the dispute involves an alleged defect in the materials, design or construction of any portion of the Project, then Declarant shall have the right to inspect the alleged defect before any such meeting. If Declarant elects to attempt to cure the alleged defect, the claimant shall allow Declarant to perform whatever work is deemed necessary by Declarant during normal working hours. Declarant agrees to begin its curative work within thirty (30) days after the first meeting between the parties.

(b) Mediation. If the parties cannot resolve the claim pursuant to the procedures described in Section 4.3(a) within twenty (20) calendar days following the date of the Resolution Notice, or if any party to the dispute fails to meet as required in Section 4.3(a), on request of any party to the dispute, the matter shall be submitted to mediation using the mediation services provided by the American Arbitration Association or any successor thereto or other mediation provider acceptable to the parties. Within ten days of the selection of the mediator, each party shall submit a brief memorandum setting forth its position with regard to the issues that need to be resolved. The mediator may schedule a pre-mediation conference, and all parties shall attend unless otherwise agreed. The mediation shall be commenced within ten days following the submittal of the memoranda and shall be concluded within 15 days from the commencement of the mediation unless the parties mutually agree to extend the mediation period. The mediation shall be held in Contra Costa County, California, or such other place as is mutually acceptable by the parties. The mediator shall have discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the dispute. The mediation shall be subject to the provisions of Evidence Code sections 1115 through 1128, or any successor statutes thereto, except as the parties may agree otherwise in writing or orally in accordance with the requirements of Evidence Code section 1118. There shall be no stenographic record of the mediation process. The expenses of witnesses for any party shall be paid by the party producing such witnesses. All other expenses of the mediation, including the fees and expenses of the mediator, shall be borne equally by the parties.

(c) Binding Arbitration. If the parties cannot resolve the dispute pursuant to the procedures described in Sections 4.3(a) and (b), or if any party to the dispute fails to participate in the mediation process, the dispute shall be resolved by neutral, binding arbitration and not by any court action except as provided for judicial review of arbitration proceedings by California law. Except as otherwise set forth herein, the arbitration proceedings shall be conducted by California law. Except as otherwise set forth herein, the arbitration proceedings shall be conducted by and in accordance with the rules of Judicial Arbitration and Mediation Services, Inc. (JAMS/Endispute) or any successor thereto and, except for procedural issues, the arbitration proceedings, the ultimate decisions of the arbitrator, and the arbitrator shall be subject to and bound by existing California case and statutory law including, but not limited, to applicable statutes of limitation such as California Code of Civil Procedure

made to date and an estimate of the cost of repair/restoration together with the calculations used to derive the estimate.

(iv) Hearing. The hearing shall be held in the County. The hearing shall commence within (90) days of the receipt by the parties of the list of names of proposed arbitrators from JAMS/Endispute unless this date is determined to be infeasible by the arbitrator in which case the arbitrator shall select the next available date for the hearing. The arbitration shall be conducted as informally as possible. Neither the rules of admissibility of evidence nor the Evidence Code of the State of California shall be applicable except for Evidence Code Section 1152 et seq. which shall be applicable for the purpose of excluding from evidence offers, compromises, and settlement proposals, unless both parties consent to their admission. The arbitrator shall be the sole judge of the admissibility of and the probative value of all evidence offered and is authorized to provide all legally recognized remedies whether in law or equity. Attorneys are not required and either party may elect to be represented by someone other than a licensed attorney. Cost of an interpreter shall be borne by the party requiring the services of the interpreter in order to be understood by the arbitrator. Except as set forth herein, the arbitration shall be conducted pursuant to Title 9 of the California Code of Civil Procedure, Section 1280 et seq.

(v) Decision. The decision of the arbitrator shall be binding on the parties and may be entered as a judgment in any court of the State of California that has jurisdiction and venue. In no event shall the award of the arbitrator include any component for punitive or exemplary damages. The arbitrator shall cause a complete record of all proceedings to be prepared similar to those kept in the Superior Court; shall try all issues of both fact and law; and shall issue a written statement of decision, such as that described in Code of Civil Procedure Section 643 (or its successor) which shall specify the facts and law relied upon in reaching his/her decision within twenty (20) days after the close of testimony.

(vi) Fees and Costs. Notwithstanding any statute to the contrary, including Code of Civil Procedure Section 645.1, each party shall bear their own costs of the hearing, including attorneys' fees. No attorney' fees or costs shall be awarded to either party but each party shall be solely responsible for its own attorneys' fees and costs, including expert witnesses, consultants, reports and similar costs. The total cost of the arbitration proceedings, including the advanced initiation fees and other fees of JAMS/Endispute and any related costs and fees incurred by JAMS/Endispute (such as experts and consultants retained by it) shall be borne as determined by the arbitrator, regardless of the outcome.

(vii) Judicial Reference Alternative. To the extent that either party may be otherwise entitled to bring an action at law pursuant to California Code of Civil Procedure Section 1298.7, or if a court of competent jurisdiction determines that the dispute resolution set forth herein is void or unenforceable, the entire matter shall proceed as one of judicial reference pursuant to Code of Civil

5.2 Leases Subject to this Declaration. Every Lease of any portion of the Property shall be subject and subordinate to the covenants, conditions, restrictions, limitations, burdens and easements imposed or created by this Declaration, and every Tenant shall comply with all Owner Obligations that are applicable to the portion of the Property leased by such Tenant. Every Lease shall contain provisions to such effect, subject to the following: (a) the failure to include such provisions in any Lease shall not diminish or otherwise modify the effect of this Declaration; and (b) compliance with specific provisions of this Declaration may be allocated between an Owner and a Tenant; provided, however, that no such allocation shall serve to release any Owner or Tenant from its obligations hereunder and each Owner shall remain responsible for the performance by its Tenants of their obligations under this Declaration.

5.3 Notices. Any notices, requests, and demands required or permitted under this Declaration shall be in writing and shall be deemed to have been duly given or served: (a) upon delivery, if transmitted by personal delivery, overnight courier or telecopier (with hard copy subsequently transmitted by first class mail or other means provided herein); or (b) two days after deposit in the United States Mail, if transmitted by registered or certified mail, postage prepaid, to the following addresses:

To Declarant:	Jack and Linda Gregory, Trustees 961 Minnesota Brentwood, CA 94513
With a copy to:	CL Land Investments, L.P. c/o CL Land Corporation 194 Francisco Lane, Suite 202 Fremont, CA 94539 Attn: Mr. Arthur L. Lorenzini, Jr., President
	To all other Owners at the addresses provided in accordance with Section 5.4.

The person and place to which notices are to be given may be changed by written notice to Declarant and the other Owners.

5.4 Change in Ownership. At least ten (10) days prior to the effective date of any change in the record ownership of fee title to a Parcel (a "***Parcel Sale***"), the Owner of the Parcel shall give all other Owners written notice of the pending Parcel Sale, providing the name and address of the new Owner and the date the Parcel Sale is scheduled to close. Immediately upon the closing of the Parcel Sale, the former or new Owner shall confirm in writing to all other Owners the date that the Parcel Sale closed by providing each with a conformed copy of the recorded deed or other instrument of transfer and an address at which the new Owner shall thereafter receive notices, requests and demands required or permitted under this Declaration. Until the other

the development, and the marketing, sale, lease, rental and/or other disposition of the Parcels, is essential to the establishment and welfare of the Property and the Project. In order that the work may be completed and the Project established as rapidly as possible, nothing in this Declaration shall be interpreted to deny Declarant the rights set forth in this Section 5.8.

(b) Rights of Access and Completion of Construction. Until all of the Annexable Property has been annexed to the Property and all Parcels owned by Declarant have been conveyed, Declarant and its contractors and subcontractors shall have the right to: (i) obtain reasonable access over and across the Property and/or do within any Parcel owned or controlled by it whatever is reasonably necessary or advisable in connection with the completion of the Project; and (ii) erect, construct and maintain within any Parcel owned or controlled by Declarant such structures as may be reasonably necessary for the conduct of its business to complete the work, establish the Project and dispose of the Project in parcels by sale, lease, rental or otherwise; provided, however, that the rights granted by this Section 5.8(b) shall not extend to any portions of a Parcel upon which Buildings or drive-thru lanes and drive-thru related facilities have been constructed. Each Owner acknowledges that: (x) the construction of the Project may occur over an extended period of time; (y) the Owner's quiet use and enjoyment of the Owner's Parcel may be disturbed as a result of the noise, dust, vibrations and other nuisances associated with construction activities (provided, however, that Declarant shall take reasonable steps to mitigate the impacts of its construction activities on the other Owners); and (z) the noise, dust, vibrations and other nuisances will continue until the completion of the construction of the entire Project.

(c) Size and Appearance of Project. Declarant shall not be prevented from increasing or decreasing the number of Parcels that may be included within or annexed into the Project, or from changing the exterior appearance of Buildings, landscaping or any other Improvements owned by Declarant, or from changing any other matters directly or indirectly connected with the Project in any manner deemed desirable by Declarant, if Declarant obtains all governmental consents required by law.

(d) Marketing Rights. Declarant shall have the right to: (i) maintain signs, banners, sales offices, sales and construction trailers, leasing offices, rental offices, storage areas, parking lots and related facilities in any Parcels owned or controlled by Declarant as necessary or desirable, in the opinion of Declarant, for the sale, lease, rental or other disposition of the Parcels; (ii) use any Parcels owned or controlled by Declarant in accordance with any promotional programs established from time to time by Declarant; and (iii) conduct its business of disposing of Parcels by sale, lease, rental or otherwise.

(e) Title Rights. This Declaration shall not be construed to constitute a limitation on Declarant's title rights to the Annexable Property prior to its

ownership of one or more Parcels shall not under any circumstances cause the Easements created herein to merge.

5.17 Exhibits. The following attached exhibits are incorporated herein and made a part hereof by this reference:

EXHIBIT A	Annexable Property
EXHIBIT B	Site Plan Showing Driveway Parking and Signage Easements

Notwithstanding anything to the contrary in Section 5.6 above, this Declaration may be amended by Declarant, acting alone and without the consent of any other Owners, in order to modify Exhibit A and/or Exhibit B if Declarant so elects; provided, however, that if any modification of Exhibit B would affect any Parcel not owned by Declarant, the consent of the Owner(s) of such Parcel(s) shall be required.

IN WITNESS WHEREOF, this Declaration has been executed by Declarant and shall become effective upon recordation.

DECLARANT

Jack B. Gregory, Trustee

Linda A. Gregory, Trustee

Exhibit B

542693

Site Plan Showing Easements

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

542693

State of California

County of Contra Costa

On October 29, 2003 before me, Sharon Karbowski
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jack B. Gregory & Linda A. Gregory
Name(s) of Signer(s)

☐ personally known to me -OR- ☒ 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.

SHARON KARBOWSKI
COMM. #1401620
Notary Public-California
CONTRA COSTA COUNTY
My Comm. Exp. Feb 21, 2007

WITNESS my hand and official seal.

Sharon Karbowski
Signature of Notary Public

----------OPTIONAL----------

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: CC & R's

Document Date: 10-29-03 Number of Pages: 26 pgs + exhibit

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Individual
☐ Corporate Officer
☐ Titles(s):
☐ Partner - ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

RIGHT THUMBPRINT OF SIGNER
Top of Thumb here

Signer Is Representing:

Signer's Name:

☐ Individual
☐ Corporate Officer
☐ Title(s):
☐ Partner - ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

RIGHT THUMBPRINT OF SIGNER
Top of Thumb here

Signer Is Representing:

END OF DOCUMENT

The following notice is pursuant to Subdivision (b) of Section 12956.1 of the California Government Code

Notice

If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Amended 2009

DECLARANT:

By: Jack B. Gregory, Trustee of the Gregory Living Trust under Instrument dated May 10, 1991

By: Linda A. Gregory, Trustee of the Gregory Living Trust under Instrument dated May 10, 1991

354148

CERTIFICATION OF APPROVAL OF FIRST AMENDMENT

Jack B. Gregory and Linda A. Gregory, each in their capacities as general partners to the Gregory Investment Co., L.P., a California limited partnership ("Gregory Investment"), hereby certify and attest to the following:

1. Gregory Investment is the successor in interest of the Gregory Living Trust under Instrument dated May 10, 1991, as owner of that certain real property located in the City of Brentwood, County of Contra Costa, State of California (the "Real Property"), more particularly described as Parcels A and B as shown on Parcel Map Subdivision MS 352-01, recorded in the Official Records of Contra Costa County on December 23, 2002 in Book 185 of Maps at Pages 44-46, inclusive.

2. That certain First Amendment to Declaration of Covenants, Conditions and Restrictions and Reservations of Easements dated August 31, 2004 ("First Amendment"), which amends that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements recorded in the Official Records of Contra Costa County on November 3, 2003 as Recorder's Serial Number 2003-542693 (the "CC&Rs") has been approved by Gregory Investment.

3. Gregory Investment, as the owner of Parcels A and B, declares under penalty of perjury that the required vote or written consent of the Owners, as contemplated by Section 5.6 of the CC&Rs has been obtained for the First Amendment.

The undersigned hereby certify that the foregoing is true and correct.

GREGORY INVESTMENT CO., L.P., a California limited partnership

By: Jack B. Gregory, General Partner

By: Linda A. Gregory, General Partner

END OF DOCUMENT

MMB 7585-006 418889 1

DRAFT

Title No. 10-**333975**-A-ML
Locate No. CAFNT0907-0907-0002-0000333975

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lots 8 through 13, inclusive, map of Subdivision 8671, filed on August 9, 2005, in Map Book 481, page 25, Contra Costa County Records.

EXCEPTING THEREFROM:

1. All interest in subsurface mineral rights below a point 300 feet below the surface, but without any right of surface entry, as relinquished to the City of Brentwood on the Parcel Map recorded December 23, 2002, in Book 185 of Parcel Maps, Page 44, Contra Costa County Records.

2. Rights Relinquished to the City of Brentwood in all Sub-Surface Water Rights Below 300 feet, as set forth in the Owner's Statement on the map of Subdivision 8971 (481 M 25).

APN: 016-410-008 through 013

C.20

To: **Board of Supervisors**

From: **Transportation, Water and Infrastructure Comm**

Date: **March 22, 2011**

Contra Costa County

Subject: Legislation: AB 147 -- Support

RECOMMENDATION(S):

ADOPT a position of "Support" for AB 147 and AUTHORIZE the Chair to sign the attached letter, as recommended by the Transportation, Water and Infrastructure Committee.

FISCAL IMPACT:

NONE from the recommended action. If the bill becomes law, it will broaden the types of transportation improvements that can be financed through the County's existing impact mitigation fee programs.

BACKGROUND:

The Transportation, Water and Infrastructure Committee on February 28 reviewed AB 147 and recommended the Board adopt a position of support along with a potential amendment.

The bill was initiated by Contra Costa County as part of its 2011 State Legislative Platform. At our request, CSAC made the bill part of its own platform. CSAC then worked with Assembly member Roger Dickinson of Sacramento to introduce the bill. AB 147 is now with the Local Government Committee of the Assembly.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

Contact: John Greitzer, 925-335-1201

Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The bill would broaden the types of transportation improvements that could be funded with revenue from traffic impact mitigation fees (one-time fees charged on new development). Current law restricts the fee revenues to be used only for improvements to "bridges and major thoroughfares." AB 147, if approved, would allow these revenues to be used for any type of transportation improvement that is needed to mitigate the impacts of growth, including transit facilities such as bus stops, shelters, or bus turnouts; pedestrian ways; bikeways; and traffic-calming facilities. Bridges and major thoroughfares also would remain as eligible uses.

Bridge and thoroughfare improvements are often needed to support development in newly developing areas. In older areas of the County that are already built out, where infill development is occurring, there may not be room or opportunity to widen roads or build new roads or bridges. In these areas, the transportation impacts of development must be accommodated through other means, such as transit facilities, or pedestrian and bicycle connections to transit stops, for example. AB 147 would allow the County to use impact mitigation fee revenues for these types of improvements, by amending a portion of the Subdivision Map Act, which is the statute that authorizes cities and counties to have impact mitigation fee programs.

The Transportation, Water and Infrastructure Committee recommends the Board adopt a position of "support" for this County-initiated bill. The Committee also recommends the County include comments, perhaps as an amendment to the bill, regarding a local agency's ability to prioritize among the various improvements to be funded through impact fee programs. This is reflected in the attached proposed letter for the Chair's signature.

Also attached is the full text of AB 147.

CONSEQUENCE OF NEGATIVE ACTION:

The author of the bill will not know the County supports his legislative effort, which was developed at the County's initiative.

CHILDREN'S IMPACT STATEMENT:

NONE.

The Board of Supervisors

County Administration Building
651 Pine Street, Room 106
Martinez, California 94553

John Gioia, 1st District
Gayle B. Uilkema, 2nd District
Mary N. Piepho, 3rd District
Karen Mitchoff, 4th District
Federal D. Glover, 5th District

Contra Costa County

David Twa
Clerk of the Board
and
County Administrator
(925) 335-1900

The Honorable Roger Dickinson
Member, California State Assembly, District 9
State Capitol, Room 3126
Sacramento CA, 95814

Re:AB 147: Subdivision Map Act - SUPPORT

Dear Assembly Member Dickinson,

On behalf of the Board of Supervisors of Contra Costa County I am pleased to inform you that the Board has adopted a position of "Support" for your measure, AB 147, relating to Subdivision Map Act impact mitigation fee programs.

AB 147 addresses an issue long supported by Contra Costa County to provide a broader array of local transportation investments, including pedestrian, transit, traffic-calming and bicycle facilities, for financing through impact mitigation fees. In 2008, then-Assembly Member DeSaulnier carried legislation on our behalf, AB 2971, to achieve this goal. Unfortunately, the bill was amended and its final version did not include the desired amendments to the Subdivision Map Act.

At present, the circulation element in the County general plan provides for a balanced transportation system that helps to reduce cumulative traffic impacts, harmful air emissions and single-occupant commuting, and encourages use of transit. For some time the County has wanted to update its transportation fee programs such that impact fees for off-site facilities could be used for any type of transportation improvements that are needed to accommodate new development. However, existing law limits the use of impact fee revenues to bridges and major thoroughfares.

While improvements to bridges and major thoroughfares are necessary to accommodate growth in some cases, there are others – particularly infill development in areas that are already built up – where road or bridge improvements are not possible and other types of mitigations are necessary. These may include bus stops and shelters, bus turnouts, or bicycle or pedestrian facilities.

Your bill will greatly assist Contra Costa County in providing the necessary improvements to accommodate growth and help us achieve a balanced transportation system.

The addition of new types of projects into impact fee programs should not be construed to mean they would receive priority over other projects. We believe it is important that local agencies retain flexibility in prioritizing the investments to meet the need. Typically this is achieved through the expenditure plan that the agency develops for the impact fee revenues. Our staff will contact your office if it appears any additional language is needed, such as an amendment to the bill, on this issue.

Sincerely,

Gayle B. Uilkema
Chair
Contra Costa County Board of Supervisors

C: The Hon. Susan Bonilla, 11th Assembly District
The Hon. Joan Buchanan, 15th Assembly District
The Hon. Nancy Skinner, 14th Assembly District
Members, Board of Supervisors
L. DeLaney, County Administrator's Office
J. Bueren, Director, Public Works
S. Kowalewski, Deputy Director, Public Works
S. Goetz, Deputy Director, Conservation & Development
M. Watts, Smith Watts Martinez

ASSEMBLY BILL No. 147

Introduced by Assembly Member Dickinson

January 14, 2011

An act to amend Section 66484 of the Government Code, relating to subdivisions.

LEGISLATIVE COUNSEL'S DIGEST

AB 147, as introduced, Dickinson. Subdivisions.

The Subdivision Map Act authorizes a local agency to require the payment of a fee as a condition of approval of a final map or as a condition of issuing a building permit for purposes of defraying the actual or estimated cost of constructing bridges or major thoroughfares if specified conditions are met.

This bill would authorize the fee to additionally be used for defraying the actual or estimated cost of other transportation facilities, as described.

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

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

SECTION 1. Section 66484 of the Government Code is amended to read:

66484. (a) A local ordinance may require the payment of a fee as a condition of approval of a final map or as a condition of issuing a building permit for purposes of defraying the actual or estimated cost of constructing bridges over waterways, railways, freeways, and canyons, ~~or~~ constructing major thoroughfares, *or*

constructing other transportation facilities, including, but not limited to, pedestrian, bicycle, transit, and traffic-calming facilities. The ordinance may require payment of fees pursuant to this section if all of the following requirements are satisfied:

(1) The ordinance refers to the circulation element of the general plan and, ~~in the case of bridges, to the transportation or flood control provisions thereof that identify railways, freeways, streams, or canyons for which bridge crossings are required on the general plan or local roads and in the case of major thoroughfares, to the provisions of the circulation element that identify those major thoroughfares whose primary purpose is to carry through traffic and provide a network connecting to the state highway system,~~ if the circulation element, transportation, or flood control provisions have been adopted by the local agency 30 days prior to the filing of a map or application for a building permit~~.~~*:*

(A) In the case of bridges, to the transportation or flood control provisions thereof that identify railroads, freeways, streams, or canyons for which bridge crossings are required on the general plan or local roads.

(B) In the case of major thoroughfares, to the provisions of the circulation element that identify those major thoroughfares whose primary purpose is to carry through traffic and provide a network connecting to the state highway system.

(C) In the case of other transportation facilities, to the provisions of the circulation element that identify those transportation facilities that are required to minimize the use of automobiles and minimize the traffic impacts of new development on existing roads.

(2) The ordinance provides that there will be a public hearing held by the governing body for each area benefited. Notice shall be given pursuant to Section 65091 and shall include preliminary information related to the boundaries of the area of benefit, estimated cost, and the method of fee apportionment. The area of benefit may include land or improvements in addition to the land or improvements that are the subject of any map or building permit application considered at the proceedings.

(3) The ordinance provides that at the public hearing the boundaries of the area of benefit, the costs, whether actual or estimated, and a fair method of allocation of costs to the area of benefit and fee apportionment are established. The method of fee

apportionment, in the case of major thoroughfares, shall not provide for higher fees on land that abuts the proposed improvement except where the abutting property is provided direct usable access to the major thoroughfare. A description of the boundaries of the area of benefit, the costs, whether actual or estimated, and the method of fee apportionment established at the hearing shall be incorporated in a resolution of the governing body, a certified copy of which shall be recorded by the governing body conducting the hearing with the recorder of the county in which the area of benefit is located. The apportioned fees shall be applicable to all property within the area of benefit and shall be payable as a condition of approval of a final map or as a condition of issuing a building permit for the property or portions of the property. Where the area of benefit includes lands not subject to the payment of fees pursuant to this section, the governing agency shall make provision for payment of the share of improvement costs apportioned to those lands from other sources.

(4) The ordinance provides that payment of fees shall not be required unless the major thoroughfares are in addition to, or a reconstruction of, any existing major thoroughfares serving the area at the time of the adoption of the boundaries of the area of benefit.

(5) The ordinance provides that payment of fees shall not be required unless the planned bridge facility is an original bridge serving the area or an addition to any existing bridge facility serving the area at the time of the adoption of the boundaries of the area of benefit. The fees shall not be expended to reimburse the cost of existing bridge facility construction.

(6) The ordinance provides that if, within the time when protests may be filed under the provisions of the ordinance, there is a written protest, filed with the clerk of the legislative body, by the owners of more than one-half of the area of the property to be benefited by the improvement, and sufficient protests are not withdrawn so as to reduce the area represented to less than one-half of that to be benefited, then the proposed proceedings shall be abandoned, and the legislative body shall not, for one year from the filing of that written protest, commence or carry on any proceedings for the same improvement or acquisition under the provisions of this section.

(b) Any protest may be withdrawn by the owner protesting, in writing, at any time prior to the conclusion of a public hearing held pursuant to the ordinance.

(c) If any majority protest is directed against only a portion of the improvement, then all further proceedings under the provisions of this section to construct that portion of the improvement so protested against shall be barred for a period of one year, but the legislative body may commence new proceedings not including any part of the improvement or acquisition so protested against. Nothing in this section prohibits a legislative body, within that one-year period, from commencing and carrying on new proceedings for the construction of a portion of the improvement so protested against if it finds, by the affirmative vote of four-fifths of its members, that the owners of more than one-half of the area of the property to be benefited are in favor of going forward with that portion of the improvement or acquisition.

(d) Nothing in this section precludes the processing and recordation of maps in accordance with other provisions of this division if the proceedings are abandoned.

(e) Fees paid pursuant to an ordinance adopted pursuant to this section shall be deposited in a planned bridge facility ~~or~~, major thoroughfare, *or transportation facility* fund. A fund shall be established for each planned bridge facility project ~~or~~, each planned major thoroughfare project, *or each planned transportation facility project*. If the benefit area is one in which more than one bridge ~~or~~, major thoroughfare, *or other transportation facility* is required to be constructed, a fund may be so established covering all of the bridge ~~and~~, major thoroughfare, *and other transportation facility* projects in the benefit area. Money in the fund shall be expended solely for the construction or reimbursement for construction of the improvement or improvements serving the area to be benefited and from which the fees comprising the fund were collected, or to reimburse the local agency for the cost of constructing the improvement or improvements.

(f) An ordinance adopted pursuant to this section may provide for the acceptance of considerations in lieu of the payment of fees.

(g) A local agency imposing fees pursuant to this section may advance money from its general fund or road fund to pay the cost of constructing the improvements and may reimburse the general fund or road fund for any advances from planned bridge facility

~~or~~, major thoroughfares, *or other transportation facility* funds established to finance the construction of those improvements.

(h) A local agency imposing fees pursuant to this section may incur an interest-bearing indebtedness for the construction of bridge facilities ~~or~~, major thoroughfares, *or other transportation facilities*. However, the sole security for repayment of that indebtedness shall be moneys in planned bridge facility ~~or~~, major thoroughfares, *or transportation facility* funds.

(i) (1) The term "construction," as used in this section, includes design, acquisition of rights-of-way, administration of construction contracts, and actual construction.

(2) The term "construction," as used in this section, with respect to the unincorporated areas of San Diego County and Los Angeles County only, includes design, acquisition of rights-of-way, and actual construction, including, but not limited to, all direct and indirect environmental, engineering, accounting, legal, administration of construction contracts, and other services necessary therefor. The term "construction," with respect to the unincorporated areas of San Diego County and Los Angeles County only, also includes reasonable administrative expenses, not exceeding three hundred thousand dollars ($300,000) in any calendar year after January 1, 1986, as adjusted annually for any increase or decrease in the Consumer Price Index of the Bureau of Labor Statistics of the United States Department of Labor for all Urban Consumers, San Diego, California (1967 = 100), and Los Angeles-Long Beach-Anaheim, California (1967 = 100), respectively, as published by the United States Department of Commerce for the purpose of constructing bridges ~~and~~, major thoroughfares, *and other transportation facilities*. "Administrative expenses" means those office, personnel, and other customary and normal expenses associated with the direct management and administration of the agency, but not including costs of construction.

(3) The term "construction," as used in this section, with respect to Los Angeles County only, shall have the same meaning as in paragraph (2) in either of the following circumstances:

(A) The area of benefit includes, and all of the bridge ~~and~~, major thoroughfare, *and other transportation facility* project improvements lie within, both a city or a portion of a city and adjacent portions of unincorporated area.

(B) All of the area of benefit and all of the bridge ~~and~~, major thoroughfare, *and other transportation facility* project improvements lie completely within the boundaries of a city.

(j) Nothing in this section precludes a county or city from providing funds for the construction of bridge facilities ~~or~~, major thoroughfares*, or other transportation facilities* to defray costs not allocated to the area of benefit.

O

To: **Board of Supervisors**

From: **Catherine Kutsuris, Conservation & Development Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Establish one 40/40 Senior Structural Engineer Position (NEVB)

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 20909 to add one (1) full-time Senior Structural Engineer (NEVB) (represented) position at salary level ZA5 2011 ($7,825- $8,627) in the Department of Conservation and Development.

FISCAL IMPACT:

The costs resulting from this personnel transaction will be fully covered by fees to be paid by Mirant Marsh Landing, LLC, for the engineering and building inspection reviews of the Marsh Landing Power Plant. There is no impact to the General Fund. The estimated annual cost for salary and benefits of this position in FY 2011-12 would be approximately $175,000, if the position is approved; these costs would be offset by the elimination of one existing Plan Checker II position with annual savings of approximately $104,000. The estimated pension cost (county retirement contribution) is $44,700 for the position of Sr. Structural Engineer, and $21,700 for a Plan Checker II, on an annual basis.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

Contact: Victoria Mejia 925-313-4303

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: March 22, 2011

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

By: , Deputy

cc: Malinda.Brown, Roxana Mendoza

BACKGROUND:

In the next three weeks, the planning phase for the Marsh Landing Power Plant will begin. The Department of Conservation and Development (DCD) has been designated by the California Energy Commission (CEC) as the Building Official responsible for the engineering review of all plans and the inspections of all construction work on the power plant. In order to fulfill our responsibilities to the CEC as the designated Building Official, DCD will need to add one Structural Engineer position as soon as possible to meet the additional work demands. Costs for this work will be fully covered by the Mirant Marsh Landing Company which owns and will operate the power plant.

Our recent layoff resulted in one of our Structural Engineers being demoted to a Plan Checker II. This incumbent is number one on the Structural Engineer list so our plan is to move incumbent to this newly created Structural Engineer position and to then cancel the Plan Checker II position once it is vacant.

CONSEQUENCE OF NEGATIVE ACTION:

DCD would forego several million dollars in revenues for the department and county, which it can obtain by providing plan review, inspection, and other services for the Marsh Landing Power Plant.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

POSITION ADJUSTMENT REQUEST

NO. 20909
DATE 3/15/2011

Department Conservation & Development
Department No./ Budget Unit No. 0280 Org No. 2682 Agency No. 38

Action Requested: Add one 40/40 Structural Engineer (NEVB).

Proposed Effective Date: 3/1/2011

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: $15,822.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost $167,412.00 Net County Cost _____

Total this FY $41,853.00 N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost will be fully covered by fees and by Power Plant owner/operator.

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

CK

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

TME 3/16/2011

Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 3/16/2011

ADOPT Position Adjustment Resolution No. 20909 to add one (1) full-time Senior Structural Engineer (NEVB) (represented) position at salary level ZA5 2011 ($7,825- $8,627).

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

TJC 3/16/2011

(for) Director of Human Resources Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 3/16/2011

☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

TME

(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE 3/22/2011 BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

REQUEST FOR PROJECT POSITIONS

Department Conservation & Development Date 3/17/2011 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: **Ted Cwiek, Human Resources Director**

Date: **March 22, 2011**

Contra Costa County

Subject: P300 #20908 Reclassify one Information Systems Program Analyst IV (LPNB)

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 20908 to reclassify one (1) Information Systems Programmer/Analyst IV (LPNB) (represented) position and its incumbent at salary level ZA5 1787 ($6,268 - $7,619) to Information Systems Project Manager (LPNA) (represented) position at salary level ZA5 1884 ($6,900 - $8,388) in the Auditor-Controller Department, as recommended by the Assistant County Administrator-Director of Human Resources.

FISCAL IMPACT:

Upon approval, this action will result in an annual net county cost of $14,000 which is within the department's budget.

BACKGROUND:

The Auditor-Controller's Department, in conjunction with the Department of Information Technology, requested to reclassify Position #0209 and its incumbent from Information Systems Programmer/Analyst IV (LPNB) to Information Systems Project Manager (LPNA).

☐ APPROVE ☑ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

David J. Twa, County

RECUSE ☐

Contact: Elizabeth Verigin, 646-2185

Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc: Elizabeth Verigin, Auditor-Controller, Roxana Mendoza, Gladys Scott Reid

BACKGROUND: (CONT'D)

Until well over a year ago, the incumbent's position was responsible for maintaining and supporting complex county-wide systems, such as the County's financial systems and sub-systems. However, this position has evolved due to the ongoing automation of the Office of the Auditor-Controller's processes and County-wide departmental automation projects. This evolution has not proven to be a temporary situation.

The incumbent now is responsible for supervising and managing large county-wide system development projects, such as the Auditor's online data entry system that will benefit each County department. This position is responsible for researching and evaluating vendors, performing needs assessments, and working closely with the Department of Information Technology staff to complete County-wide projects. Additionally, this position acts as a liaison with vendors, departments, and outside districts to assist in the development and testing of interfaces between outside systems and the County's systems. On a daily basis this position manages multiple projects and staff in a continued effort to automate the County's operations.

This action is requested on the basis that the incumbent has assumed a level of independence and is performing higher-level responsibilities appropriate for the Information Systems Project Manager (LPNA). A classification study conducted by Human Resources concluded that the majority of the incumbent's job duties are at the higher level associated with the Information Systems Project Manager (LPNA). This action will be accomplished under provisions of the Personnel Management Regulations, Section 503 Promotion by Reclassification without Examination. Both the incumbent and the action proposed meet all requirements imposed by that Section.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, the Office of the Auditor-Controller will be required to remove many of the duties assigned to the incumbent which will adversely impact the automation efforts of the Office of the Auditor-Controller, Department of Information Technology, and other County departments.

CHILDREN'S IMPACT STATEMENT:

None

POSITION ADJUSTMENT REQUEST

NO. 20908
DATE 3/9/2011

Department Auditor-Controller
Department No./ Budget Unit No. 0010 Org No. 1013 Agency No. 10

Action Requested: Reclassify without Examination Pos. 30209 and incumbent from Information Systems Project Manager (LPNB) to Information Systems Project Manager (LPNA).

Proposed Effective Date: 4/1/2011

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 $16,000.00 Net County Cost $14,400.00

Total this FY $3,900.00 N.C.C. this FY $3,500.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Savings from vacant pos #10237

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Elizabeth Verigin
_____
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

_____ _____
Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE _____

Reclassify one (1) Information System Programmer Analyst IV (LPNB) (represented) position and its incumbent at salary level ZA5 1787 ($6,268 - $7,619) to Information Systems Project Manager (LPNA) (represented) position at salary level ZA5 1884 ($6,900 - $8,388)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action.
☒ 4/1/2011(Date)

_____ _____
(for) Director of Human Resources Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE _____

☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

_____
(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:

P300 (M347) Rev 3/15/01

REQUEST FOR PROJECT POSITIONS

Department _____ Date 3/17/2011 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: **Vincent L. Guise, Director of Agriculture/Weights & Measures**

Date: **March 22, 2011**

Contra Costa County

Subject: 2011 - 2012 PUR Reporting Agreement #11-C0006 with the CDFA

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture (CDFA) to pay the County an amount not to exceed $12,744 to provide electronic submissions of pesticide use report records and provide data to the Department of Pesticide Regulation (DPR) via electronic mail or the Internet for the period of July 1, 2011 through June 30, 2012.

FISCAL IMPACT:

This action will result in up to $12,744 of state revenue for the County.

CONSEQUENCE OF NEGATIVE ACTION:

Loss of revenue to the County.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

Contact: Vince Guise, 925-646-5250

Supervisors

By: , Deputy

cc:

BACKGROUND:

Pesticide use reporting is an ongoing program to collect and process data on full use reporting of agricultural and structural pesticide publications, per the Food Safety Act of 1989 (Chapter 1200, AB 2161). Under full use reporting, certain agricultural pesticide uses are required to be reported to the county agricultural commissioner (CAC), who in turn, reports the data to the Department of Pesticide Regulation (DPR). DPR also collects reports from structural pest control business for pesticide use in schools. Full use reports include the amount and name of the pesticide applied, date and location (section, township, range) of the application, and , if the application was agricultural, the crop. The primary exceptions to the use reporting requirements are home and garden use, and most industrial and institutional use. The pesticide use reports are compiled by DPR and made available on disc and on DPR's Web site. DPR also provides support to the CACs on their administration of the computer systems and applications for the Restricted Material Permit Program, which is used to manage, track and collect data for permits, operator identifications, and pesticide use reports.

CHILDREN'S IMPACT STATEMENT:

None.

C.24

To: **Board of Supervisors**

From: **Joe Valentine, Employment & Human Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: 2011-12 California Department of Community Services & Development discretionary grant

---

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Department director, or designee, to apply for and accept funding from California Department of Community Services and Development in an amount not to exceed $100,000 for an Assistant Trainee program during the term May 1, 2011 through April 30, 2012.

FISCAL IMPACT:

No County match.

100% State funding / Federal pass through (CFDA # 93.569)

BACKGROUND:

The Department's Community Services Bureau (CSB) submitted a grant application to California Department of Community Services and Development's Discretionary fund to maintain the Assistant Trainee Program.

The Assistant Trainee program began in July 2009. The program provided 8 low-income County residents with on-the-job training opportunities within the Bureau's administration. The program was expand in to 16 trainee slots in October 2010.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

Contact: C. Youngblood, 313-1712

Supervisors

By: , Deputy

cc: Cassandra Youngblood, Caylin Patterson, Sam Mendoza

BACKGROUND: (CONT'D)

The funding will allow the program to contine for another 12-month period.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the application will not be submitted which may result in the elimination of the Assistant Trainee program.

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.

C.25

To: **Board of Supervisors**

From: **William Walker, M.D., Health Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Amendment #29–771–14 with Partnership Health Plan of California

---

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #29–771–14 with Partnership Health Plan of California, a government agency, effective February 28, 2011, to amend Contract #29-771-11 (as amended by Contract Amendment Agreements #29–771–12 and #29–771–13) to increase the amount paid to County by $33,075, from $396,300, to a new payment limit of $429,375, and extend the term from February 28, 2011 through May 31, 2011.

FISCAL IMPACT:

Agency will pay County a minimum amount of $429,375 for provision by the Contra Costa Health Plan of Advice Nurse Services. The revenue generated by this Contract will be used to offset the cost of Contra Costa Health Plan's advice nurse service.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Agency will not pay County for Advise Nurse services during the period that Agency is soliciting bids for providers of Advice Nurse Services.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

Contact: Patricia Tanquary 313-6008

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: March 22, 2011

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

By: , Deputy

cc: L Smith, B Borbon

BACKGROUND:

On February 13, 2007, the Board of Supervisors approved Contract #29–771–11 (as amended by Contract Amendment Agreements #29–771–12 and #29–771–13) with Partnership Health Plan of California for the period from March 1, 2007 through February 28, 2011, for provision of Contra Costa Health Plan's advice nurse services, including information about how to access urgent care services; authorization for emergency services and clinical advice. Partnership Health Plan of California is the entity which oversees Solano County's Medi-Cal Managed Care Program.

Approval of Contract Amendment Agreement #29–771–14 will allow County to continue providing services through May 31, 2011, including continuing mutual indemnification of both parties.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

C.26

To: **Board of Supervisors**

From: **William Walker, M.D., Health Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Interagency Agreement # 29-507-13 with West Contra Costa Unified School District

---

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Donna Wigand), to execute, on behalf of the County, Interagency Agreement #29-507-13 with West Contra Costa Unified School District, to pay the County an amount not to exceed $55,000, for the provision of professional mental health services to Special Education students and their families, for the period from July 1, 2010 through June 30, 2011.

FISCAL IMPACT:

Approval of this Interagency Agreement will result in a total payment to the County of $55,000. No County match is required.

BACKGROUND:

On January 12, 2010, the Board of Supervisors approved Interagency Agreement #29-507-12 with West Contra Costa Unified School District (WCCUSD) to pay the County for the provision of professional mental health day treatment services to severely emotionally disturbed Special Education students and their families, who are participants in the Seneca Center's Early Periodic Screening, Diagnosis and Treatment (EPSDT) program, for the period from July 1, 2009 through June 30, 2010.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

Contact: Donna Wigand 957-5111

Supervisors

By: , Deputy

cc: D. Morgan, B. Borbon

BACKGROUND: (CONT'D)

Approval of Interagency Agreement #29-507-13 will allow the County to continue to provide mental health services to West Contra Costa Unified School District Special Education students and their families, through June 30, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not receive payment for the provision of professional mental health day treatment services provided to severely emotionally disturbed Special Education students and their families during the term of this Contract.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

To: **Board of Supervisors**

From: **William Walker, M.D., Health Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Grant Agreement (Amendment) #28-802-1 with the California Endowment

---

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Wendel Brunner, M.D.), to execute on behalf of the County, Grant Agreement Amendment #28-802-1 (#20081236) with the California Endowment, to amend Grant Agreement #28-802 to increase payment to County by $50,000, from $380,961 to a new total amount not to exceed $430,961, for continuation of the Building Healthy Communities Project (BHCP), and to extend the term through March 31, 2011.

FISCAL IMPACT:

This Amendment will result in an increase of $50,000 from the California Endowment for the Health Services Department Wellness and Prevention Program, Building Healthy Communities Project. No County match required.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

Contact: Wendel Brunner, M.D. 313-6712

Supervisors

By: , Deputy

cc: J Pigg, B Borbon

BACKGROUND:

The BHCP will be administered by Contra Costa Health Services, Community and Wellness Injury Prevention and Asthma Programs in collaboration with Public Works and the Department of Conservation and Development, to ensure that health is incorporated into selected planning and transportation projects in the unincorporated communities of the County. The goal of the BHCP is to increase Contra Costa's Health Services' (CCHS) capacity to reduce health disparities associated with qualities of the built environment in the cities of Richmond and Concord in Contra Costa County, including Richmond and San Pablo in West County, the Monument Corridor in Central County, Pittsburg, and Antioch and Bay Point in East County. In these areas there are high concentrations of African American, Latino, and low-income residents, who are more likely to die from heart disease, cancer, and stroke and to suffer from injuries, diabetes, obesity and asthma, compared to other Contra Costa County residents. On April 7, 2009, the Board of Supervisors approved Grant Agreement #28-802 with California Endowment for the Building Healthy Communities Project (BHCP) for the period from September 1, 2008 through August 31, 2010 including agreeing to indemnify and hold the grantor harmless from any claims arising out of County's performance of this agreement.

Approval of Grant Agreement Amendment #28-802-1 will allow the County to receive additional funds for continuation of the Building Healthy Communities Project (BHCP) through March 31, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County will not receive additional funds for continuation of the Building Healthy Communities Project (BHCP).

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

C.28

To: **Board of Supervisors**

From: **William Walker, M.D., Health Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Standard Agreement #29-395-26 with the California Department of Public Health, Office of AIDS

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Wendel Brunner, M.D.), to execute, on behalf of the County, Standard Agreement #29-395-26 with the California Department of Public Health, Office of AIDS, to pay County an amount not to exceed $8,420, for the County's AIDS Drug Assistance Program, for the period from July 1, 2010 through June 30, 2011.

FISCAL IMPACT:

Approval of this agreement will result in an allocation of $8,420 from the California Department of Public Health, Office of AIDS, for County's AIDS Drug Assistance Program (ADAP) through June 30, 2011.

The allocation will be used to cover the cost of certain drugs, plus dispensing fees, for eligible low income persons with AIDS and/or AIDS related complexes. These funds may not be used to cover patient monitoring, laborato¬ry testing, or other medical services for persons receiving any of the drugs. The County may make provisions for co-payment by patients, commensurate with the patient's ability to pay.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

Contact: Wendel Brunner; M.D. 313-6712

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: March 22, 2011

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

By: , Deputy

cc: J Pigg, B Borbon

BACKGROUND:

On November 10, 2009, the Board of Supervisors approved Standard Agreement #29-395-25 with the State Department of Health Services, Office of AIDS (now known as California Department of Public Health), to cover the cost of certain drugs which have been included in the AIDS Drug Program by the State and determined by the U.S. Food and Drug Administra¬tion to prolong the life of a person with AIDS, for eligible low income persons who are infected with HIV and/or persons with AIDS and related complexes who meet certain criteria, for the period from July 1, 2009 through June 30, 2010.

Approval of Standard Agreement #29-395-26 will continue funding for the County's AIDS Drug Program, to cover cost associated with administration of the AIDS Drug Assistance Program (ADAP) enrollment screening and recertification process, through June 30, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County AIDS Drug Program will not be able to provide administration of the AIDS Drug Assistance Program (ADAP) enrollment screening and recertification process.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

C.29

To: **Board of Supervisors**

From: **William Walker, M.D., Health Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Grant Award Amendment #29-530-2 from California Emergency Management Agency (Cal EMA)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Haven Fearn), to execute on behalf of the County, Grant Award Amendment #29-530-2 from California Emergency Management Agency (Cal EMA) effective March 15, 2011, to amend Grant Award #29-530-1, with no change in the original amount payable to County of $1,179,420, for continuation of the County's Alcohol and Other Drugs Services Division, Recovery Act Justice Assistance Grant, Substance Abuse Offender Treatment Program (JAG-OTP), and to extend the term from March 31, 2011 through June 30, 2011.

FISCAL IMPACT:

Approval of this amendment will result in no change to the original total of $1,179,420 payable to County from the California Emergency Management Agency (Cal EMA), through June 30, 2011. No County match required.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, treatment services for the Offender Recovery Project will not be provided.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

Contact: Haven Fearn 335-3340

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: March 22, 2011

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

By: , Deputy

cc: J Pigg, B Borbon

BACKGROUND:

On April 20, 2010, the Board of Supervisors approved Grant Award #29-530-1 from California Emergency Management Agency (Cal EMA) to allow the County to provide treatment services for the Offender Recovery Project including, but not limited to increasing the proportion of offenders who enter, remain in, and complete treatment; reduce delays in the availability of appropriate services; and employ a drug court model, including dedicated court calendars with regularly scheduled reviews of treatment program, and strong collaboration by the courts, probation and treatment, for the period from October 1, 2009 through March 31, 2011.

Approval of Grant Award Amendment #29-530-2 will allow the County to continue treatment services for the Offender Recovery Project through June 30, 2011.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

C.30

To: **Board of Supervisors**

From: **Joe Valentine, Employment & Human Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Contract with IKON Office Solutions

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with IKON Office Solutions, Inc., in an amount not to exceed $1,500,000 to provide Case Stored Automated Retrieval Project (CaseSTAR) services for the period April 1, 2011 through March 31, 2013.

FISCAL IMPACT:

$1,500,000: Administrative Overhead: 20% County; 40% State; 40% Federal

BACKGROUND:

Contractor was selected through the competitive bidding process. The Employment and Human Services Department (EHSD) contracted with IKON Office Solutions, Inc., to provide Case Stored Automated Retrieval (CaseSTAR), a process for automating the existing paper case records to maximize staff resources and improve client services. CaseSTAR has enabled access to client case records by all caseworkers in the Client Service Center and has resulted in increased staff efficiency and a reduction in costs currently associated with record maintenance and service delivery.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: Earl Maciel 3-1648

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: March 22, 2011

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

By: , Deputy

cc: Earl Maciel

CONSEQUENCE OF NEGATIVE ACTION:

The Employment and Human Services Department will be unable to continue providing automated case management services.

CHILDREN'S IMPACT STATEMENT:

This contract enables EHSD to automate case management services thus providing an efficient service delivery system for children and families.

C.31

To: **Board of Supervisors**

From: **Catherine Kutsuris, Conservation & Development Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Contract Amendment with Environment Science Associates for the preparation of an Environmental Impact Report on the Shell Tank Replacement Project

---

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Department of Conservation and Development Director, or her designee, to execute a contract amendment with Environmental Science Associates to allow an increase from $204,789 to a total amount not to exceed $376,545 and to extend the contract period from June 30, 2011 to June 30, 2012 .

FISCAL IMPACT:

The cost of services to be provided under this contract amendment will be recovered by revenue received from the applicant for the project - Shell Martinez Refinery.

BACKGROUND:

The Contra Costa County Department of Conservation and Development is the lead agency for the environmental review of the proposed Shell Crude Storage Replacement Project Land Use Permit. The County has hired Environmental Science Associates (ESA) to provide environmental review for the project. Such additional analysis by ESA is necessary in order to proceed with the Environmental Impact Report (EIR).

CHILDREN'S IMPACT STATEMENT:

No impact.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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:
March 22, 2011
David J. Twa, County

RECUSE ☐

Contact: (925)335-1217

Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

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.

_____ (Seal)
Signature

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

C.32

To: **Board of Supervisors**

From: **William Walker, M.D., Health Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Contract #27-368-12 with River Counseling Center

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Patricia Tanquary) to execute on behalf of the County, Contract #27-368-12 with River Counseling Center, an unincorporated association, in an amount not to exceed $200,000, to provide professional outpatient psychotherapy services for the Contra Costa Health Plan for the period from March 1, 2011 through February 28, 2013.

FISCAL IMPACT:

This Contract is funded 100% by Contra Costa Health Plan (Health Plan) member premiums. Costs depend upon utilization. (No rate increase)

BACKGROUND:

The Health Plan has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. On March 17, 2009, the Board of Supervisors approved Contract #27-368-11 with River Counseling Center, an unincorporated association for the period from March 1, 2009 through February 28, 2011, to provide outpatient psychotherapy services. Approval of Contract #27-368-12 will allow the Contractor to continue to provide outpatient psychotherapy services through February 28, 2013.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: Patricia Tanquary 313-6004

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: March 22, 2011

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

By: , Deputy

cc: Barbara Borbon, Demetria Gary

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

C.33

To: **Board of Supervisors**

From: **Steve Silveira, Deputy General Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Award of Construction Trade Contract for Trade Bid Package 1C for the West County Health Center Project, 13601 San Pablo Avenue, San Pablo (WH554B)

RECOMMENDATION(S):

1. APPROVE the plans, specifications, and design for Trade Bid Package 1C consisting of general requirements work (construction fencing, portable toilets, dumpsters, etc.); and DELEGATE to the Deputy General Services Director, or designee, or to any licensed architect or engineer employed by the County, the authority to approve any design modifications prepared for the above project.

2. AWARD a trade contract in the amount of $723,644 to Vila Construction Company ("Vila"), the lowest responsive and responsible bidder for Trade Bid Package 1C consisting of general requirements work for the subject project; and DIRECT the Deputy General Services Director, or designee, to prepare the trade contract.

3. DETERMINE that Turner Construction Company ("Turner"), as the Construction Manager At-Risk, has documented an adequate good faith effort to comply with the specifications and the requirements of the County's Outreach Program in connection with the above trade contract and WAIVE any irregularities in such compliance.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

Contact: Rob Lim (925) 313-7242

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: March 22, 2011

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

4. FURTHER DETERMINE that Vila, as the lowest responsive and responsible bidder for the above trade contract, and Turner, as Project Manager, have entered into a Project Labor Agreement with the Contra Costa Building and Construction Trades Council to comply with the requirements of the County's Project Labor Agreement policy.

5. DIRECT that Vila shall submit two good and sufficient surety bonds (performance bond and payment bond) in the amount of $723,644 and that Vila and its subcontractors shall sign a Project Labor Agreement for the project; and ORDER that, after Vila has signed the trade contract and returned it, together with the bonds, the signed Project Labor Agreement, evidence of insurance, and other required documents, and the Deputy General Services Director has reviewed and found them to be sufficient, the Deputy General Services Director, or designee, is authorized to sign the trade contract for this Board.

6. AUTHORIZE the Deputy General Services Director, or designee, to exonerate any bid bonds posted by the bidders after execution of the above trade contract.

7. AUTHORIZE the Deputy General Services Director, or designee, to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for monies withheld by the County to ensure performance under the trade contract, pursuant to Public Contract Code Section 22300.

8. AUTHORIZE the Deputy General Services Director, or designee, to order changes or additions to the trade contract work pursuant to Public Contract Code Section 20142.

9. DELEGATE, pursuant to Public Contract Code Section 4114, the Board's function under Public Contract Code Sections 4107 and 4110, with regards to subletting and subcontracting, to the Deputy General Services Director, or designee.

10. DELEGATE, pursuant to Labor Code Section 6705, to the Deputy 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. DECLARE that, should the award of the trade contract to Vila be invalidated for any reason, the Board would not in any event have awarded the contracts to any other bidder, but instead would have exercised its discretion to reject all of the bids received. Nothing herein shall prevent the Board from re-awarding a trade contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the trade contract, or fails to furnish required bonds or insurance in accordance with Public Contract Code Sections 5100-5107.

FISCAL IMPACT:

The estimated total project cost is $45 million. Funding in the amount of $12 million is from a federal Health Resources and Services Administration ("HRSA") grant, provided under the American Recovery and Reinvestment Act of 2009. The remaining balance of $33 million will be provided through bond financing and dedicated revenue within the Hospital Enterprise Fund.

BACKGROUND:

The project involves constructing a new 2-story, 53,000-square-foot health center in San Pablo. The new WCHC will serve the region by providing outpatient and ancillary services in a modern and efficient facility. In addition, a new 315-stall, 3-level parking structure will be built adjacent to the WCHC. The "Construction Manager At-Risk" ("CM At-Risk") project delivery method is being utilized on the project. Utilizing this method involves overlapping multiple design and construction phases in order to fast-track the project. With the CM At-Risk project delivery method, multiple trade bid packages (e.g., earthwork, piles, concrete, framing, mechanical, and electrical) will be developed and issued for bidding. Two trade contracts (for earthwork and pile foundations) were recently awarded by the Board. A third trade bid package ("1C" consisting of general requirements work) was developed and issued for bidding.

Three bids were received for Trade Bid Package 1C. The bids were opened by the General Services Department on March 8, 2011, and the bid results are as follows:

Bidder	Base Bid
Vila Construction Company, Richmond	$723,644

Turner Group Construction, Oakland	$791,380
Roebbelen Construction, El Dorado Hills	$795,995

For Trade Bid Package 1C, all three bids were above the CM At-Risk's estimate of $720,000. Vila submitted the lowest responsive and responsible bid of $723,644, which is $67,736 less than the next lowest bid submitted by Turner Group Construction. (Note: "Turner Group Construction" is not related or connected with the County's CM At-Risk firm, "Turner Construction Company.") Staff recommends that the trade contract for Trade Bid Package 1C, consisting of general requirements work (construction fencing, portable toilets, dumpsters, etc.), be awarded to Vila.

With the CM At-Risk project delivery method, the County contracts directly with the various trade contractors, and Turner, as CM At-Risk, manages the trade contracts with a Guaranteed Fixed Price and Guaranteed Completion Date. With award of the above trade contract for general requirements work, the total amount of trade contracts to date is $1,925,023. Recommendations for the award of other trade contracts will come before the Board at future dates.

The County's CM At-Risk, Turner, has submitted its documentation of good faith efforts to comply with the specifications and requirements of the County's Outreach Program for Trade Bid Package 1C (see memo attached to this Board Order). Staff recommends the Board determine that Turner, as the CM At-Risk, has documented an adequate good faith effort to comply with the requirements of the Outreach Program and that the Board waive minor irregularities relating to the various Outreach steps and Terner's documentation.

When specific quantities are determined for the items included in Trade Bid Package 1C, Vila or Turner will be required to perform and document additional Outreach to potential subcontractors and suppliers for those items. This is similar to the process used by general contractors under County's JOC (Job Order Contracting) Program.

Pursuant to the County's Project Labor Agreement (PLA) policy, a PLA is required for all trade contracts on this project. Vila has signed a PLA, which contains a local hire provision consistent with the Disposition and Development Agreement between the City of San Pablo Redevelopment Agency and the County. As a condition of trade contract award, Vila's subcontractors will also be required to sign the PLA.

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.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to award the trade contract would delay the project and could potentially result in the WCHC not being built and the loss of $12 million in federal stimulus money.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Office of the County Administrator
Contra Costa County
Affirmative Action Office
651 Pine Street, 3rd Floor, Martinez, CA 94553
925-335-1045 Fax 925-335-1799
Ekuev@cao.cccounty.ca.us

Memorandum

Date: March 15, 2011

To: Board of Supervisors

From: Emma Kuevor
Affirmative Action Officer

Subject: West County Health Center
Trade Package 1C (General Requirements)

Attached for your review and consideration is the documentation of good faith effort submitted by Turner Construction Company, the CM At-Risk for the above project.

Attachments

cc: David J. Twa, County Administrator
Sharon L. Anderson, County Counsel
Rob Lim, Capital Projects Manager

gfeBOSWCHCTurnerPkg1CGeneralReq11

WEST COUNTY HEALTH CENTER
SAN PABLO, CA

GOOD FAITH EFFORT SUBMISSION

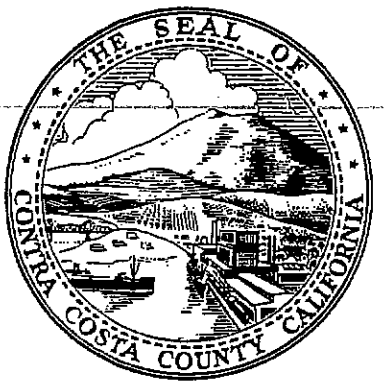
GENERAL REQUIREMENTS PACKAGE 1C

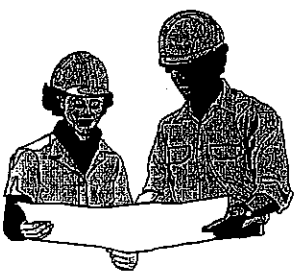
TURNER CONSTRUCTION COMPANY
1111 Broadway Suite 2100
Oakland, CA 94607
510.267.8100
510.267.8214 f

Turner

Contra Costa County Construction Outreach Program

Good Faith Effort Documentation Booklet





By
Affirmative Action Office

1	Outreach Participation and MSM	No Points

Purpose: The County is committed to ensuring full and equitable participation from all businesses in County funded construction projects. The Bidder (Prime Construction Contractor) must document its Good Faith Effort to obtain sub-bids from Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Other Business Enterprises (OBEs), Small Business Enterprises (SBEs), Local Business Enterprises (LBEs), and Disabled Veteran Business Enterprises (DVBEs). When the Bidder documents its GFE, the outreach effort is expected to produce a reasonable level of participation by all businesses.

Mandatory Subcontracting Minimum (MSM)

The County also has a Mandatory Subcontracting Minimum (MSM) requirement for each project. Award is based both on the Bidder's outreach efforts in order to achieve the 75 minimum points **and** the project-specific MSM percentage. To be awarded a project, the Bidder must subcontract a percentage of the project to subcontractors, suppliers, manufacturers, and/or truckers in order to achieve the required MSM percentage. Failure to **list** the dollar amount(s) of subcontracted (including suppliers, manufacturers, and truckers) work with the bid in the **proposal** (List of Subcontractors, Suppliers, Manufacturers, and Truckers Form) may cause the bid to be rejected.

INDICATOR 1

Turner

Turner Construction Company
1111 Broadway, Suite 2100
Oakland, CA 94607
phone: 510.267.8100
fax: 510.267.0787

March 03, 2011

County of Contra Costa
Construction Division
County Administrators Office
Admin Building
651 Pine Street 11th Floor
Martinez, CA 94553

RE: Good Faith Effort for West County Health Center Project – **MSM Requirements**
Bid Date: General Requirements - March 08, 2011

Dear Ms. Kuevor:

Mandatory Subcontracting Minimum (MSM) Requirements: This project will have a 100% MSM.

First Package is Earthwork – 100%
Second Package is Piles – 100%
General Requirements Package – 100%

All direct construction dollars will be contracted to Trade Contractors.

If you have any questions regarding these submittals, please contact Todd Vasko at 510.267.8239.

Regards

Todd Vasko
Senior Purchasing Agent

2	Attended Pre-Bid Meeting	10 Points

Purpose: The Pre-Bid meeting for the project is scheduled by the appropriate County Department to inform the Bidder about the requirements of the Outreach Program and project. The requirement to attend the pre-bid meeting may be waived if the Bidder certifies in writing **prior** to the project pre-bid meeting that it was already informed of the County's outreach requirements.

Action:

1. Attend the Pre-Bid meeting and sign the attendance sheet; or

2. Prepare and submit a letter **prior** to the pre-bid meeting stating familiarity with the Outreach Program requirements for the project based on previous attendance at a pre-bid meeting. It is important that the department receive the letter **prior** to the pre-bid meeting and the letter must state that the bidder attended a pre-bid meeting within a year of the current project.

Required Documentation:

1. A copy of the completed attendance sheet enclosed with Good Faith Effort and cover letter from the project pre-bid meeting; or

2. A copy of the letter submitted to the department for the project **prior** to the pre-bid meeting. A copy of the fax transmittal confirmation slip showing the date and time of transmission, a copy of the metered envelope for a mailed letter, and/or a certified mail receipt.

INDICATOR 2

TURNED ATTEND PRE-BID MEETING W/ COUNTY

Ramesh Kanzaria/GSD/CCC
11/10/2010 02:22 PM

To Ksingh@tcco.com
cc
bcc
Subject WCHC - GFE Booklet

Hi Kanvinder

County's Division GFE Booklet for your info/use.

Ramesh Kanzaria
---- Forwarded by Ramesh Kanzaria/GSD/CCC on 11/10/2010 02:20 PM ----

"Toshiba Copier "
<Noreply@gsd.cccounty.us>
11/10/2010 01:47 PM

To "Ramesh Kanzaria" <rkanzaria@gsd.cccounty.us>
cc
Subject Scanned from T351C 11/10/2010 13:47

Scanned from T351C.
Date: 11/10/2010 13:47
Pages:34
Resolution:300x300 DPI

Please do not reply. This is just a scan image.

- DOC111010.pdf

1. ROB & KAVINDER SINGH MET TO DISCUSS GFE REQUIREMENTS, SAME DAY

2. RAMESH SENT GFE BOOKLET AS NOTED ABOVE

3	Sufficient Work Identified for Subcontractors, Suppliers, Manufacturers, and Truckers	13 Points

Purpose: The Bidder has identified, listed and selected specific work items in the project to be performed by subcontractors, suppliers, manufacturers, and/or truckers. This Indicator provides an opportunity for participation by MBEs, WBEs, OBEs, SBEs, LBEs, and DVBEs. The Bidder divides the contract work requirements into smaller portions or quantities to permit maximum active participation of MBEs, WBEs, OBEs, SBEs, LBEs, and DVBEs, and to achieve the MSM percentage.

Action:

1. Identify and list items of work to be performed by subcontractors, suppliers,
   manufacturers, and/or truckers:

   a. In a paid advertisement (Indicator 4 Advertisement) in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, or trade journals, such as the Daily Construction Service, Daily Pacific Builder or Small Business Exchange; or

   b. In a written notice (Indicator 5 Written Notice to Subcontractors, Suppliers, Manufacturers, and Truckers).

Required Documentation:

1. A copy of the Advertisement listing the areas of work identified for subcontracting. The name of the trade oriented publication or trade journal and the date the advertisement appeared must be visible; or

2. A copy of the written letter sent to subcontractors, suppliers, manufacturers, and/or truckers listing areas of work identified for subcontracting.

4	Advertisement	9 Points

Purpose: To make sure a large number of businesses are aware of the project and to outreach to MBE, WBE, OBE, SBE, LBE, DVBE businesses.

Action:

1. The Bidder must meet the following requirements:

   a. The advertisement must be placed not less than (10) calendar days prior to bid opening;

   b. The advertisement must list the name of the project;

   c. The advertisement is not to be a "plan holder(s)" advertisement provided by the publication;

   d. The advertisement must be a paid advertisement in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, or trade journals, such as the Daily Construction Service, Daily Pacific Builder or Small Business Exchange; and

   e. The advertisement must include:
      (1) The county project name and number;
      (2) Name of Bidder;
      (3) Areas of work available for subcontracting (including suppliers, manufacturers, and truckers);
      (4) The Bidder's contact person's name and telephone number;
      (5) Information on the availability of plans, specifications and requirements for the project; and
      (6) Bidders policy concerning assistance to subcontractors, suppliers, manufacturers, and/or truckers in obtaining bonds, lines of credit, and/or insurance.

Required Documentation:

1. A copy of the advertisement showing the name of the publication, the date of the advertisement, and/or proof of publication statement or other verification (documentation) that confirms the date the advertisement was published and the contents of the advertisement.

Note: The advertisement can also be used to satisfy Indicators 3,7, and 10

PRE-QUAL

Turner

Notification of Prequalification Process for Bid Packages 1A & 2 Only

Turner Construction Company, representing Contra Costa County as their Construction Manager invites interested trade contractors, Suppliers, manufacturers and truckers to Prequalify to submit bids for the project noted below. Qualified MBE/WBE/OBE/SBE/LBE/DVBE businesses are encouraged to submit a pre-qualification package.

Project: New West County Health Center, Parking Structure and Associated Sitework, San Pablo. CA

Approximate Value: $29,000,000
Owner: Contra Costa County

This project includes a 2 story, 53,000 square foot health clinic, a 3 level parking structure, and associated site work.

For this second bid package, we are currently seeking interest from the following trades:

- Bid Package 1.0 - General Requirements – Approximate total is $900,000
- Bid Package 2.7 – Site Utilities – Approximate total is $450,000
- Bid Package 3.3 – Concrete / Rebar – Approximate total is $4,300,000
- Bid Package 5.1 – Structural Steel – Approximate total is $850,000
- Bid Package 15.4 - Plumbing – Approximate total is $1,500,000
- Bid Package 15.5 – Fire Protection – Approximate total is $500,000
- Bid Package 15.6 – Mechanical – Approximate total is $2,350,000
- Bid Package 16.1 - Electrical – Approximate total is $3,350,000
- Bid Package 14.2 - Elevators – Approximate total is $450,000

NOTE: at this time, we are only accepting prequalification packages for the bid packages noted above. Future advertisements will be published to prequalify the balance of the trade contractors needed for this project.

Deadline for requesting a prequalification package is **Wednesday, December 29, 2010**

Please go to https://turnernorcal.box.net/shared/vshizu7s97 to access the Prequalification..... You will be asked for your own user and your own password. Download documents and submit. If you should have any questions or problems, please contact Todd Vasko @ tvasko@tcco.com.

Deadline for submitting prequalification packages for this trade package: Wednesday, Jan 05, 2011.

Completed prequalification packages must be mailed or delivered in hard copy form to Turner Construction Company, Attn: Todd Vasko, 1111 Broadway, Suite 2100 Oakland, CA 94607

If prequalified, your firm will be provided plans, specifications and bid instructions once the design is complete and bid packages are available. Only prequalified firms will be allowed to submit bids for this project.

Contra Costa County is an equal opportunity employer and highly encourages the participation of MBE/WBE/OBE/SBE/LBE/DVBE business enterprises on this project.

Please direct any questions to Todd Vasko at 510.2367.8239 or tvasko@tcco.com

Pre-Qual

Vasko, Todd - (OAK)

From: CCT Legals [cctlegals@bayareanewsgroup.com]
Sent: Wednesday, December 15, 2010 1:37 PM
To: Vasko, Todd - (OAK)
Subject: RE: Ad placement for Prequalification at West County Health Center

Hi Todd,

Since we do have an account set up for your company, we will send you an invoice for the 2 ads.

Confirmed.
CCT# 3801451
total: $875.20

Thank you,
Barbara Goermar
Legal Advertising
Contra Costa Times - Concord Transcript - Lamorinda SUN
Bay Area News Group - East Bay
Ph: 925-943-8019
Fx: 925-943-8359

From: Vasko, Todd - (OAK) [mailto:tvasko@tcco.com]
Sent: Tuesday, December 14, 2010 3:14 PM
To: CCT Legals
Subject: FW: Ad placement for Prequalification at West County Health Center

CCT Legal,

Please place this ad in the Contra Costa Times –

Three (3) separate times,
Friday, December 17, 2010
Thursday, December 23, 2010
Thursday, December 30, 2010

If there are any comments, questions or concerns please contact me.

Todd Vasko
Senior Purchasing Agent

Turner *Building the Future*
525 Clay Street | Oakland CA, 94612
510.267.8239 direct

PRE-QUAL

Vasko, Todd - (OAK)

From: Feinstein, Gary [Gary_Feinstein@mcgraw-hill.com] on behalf of MHC_Official_Bids [MHC_Official_Bids@mcgraw-hill.com]
Sent: Wednesday, December 15, 2010 1:20 PM
To: Vasko, Todd - (OAK)
Subject: GF; DPB; 5KAPYI; Turner; 1x8; sub bid; 12/20; 12/23 and 12/30 Second AD
Attachments: WCHC Ad for Prequal packages 1A and 2 issued Dec 14, 2010 DPB.doc

Todd,

Thank you for emailing your second AD. It is scheduled to run in the DPB; 12/20, 12/23 and 12/30. Proof to follow.

Regards,
Gary Feinstein
Media Account Representative
McGraw-Hill Construction
Official Bids & Proposals
888.814.0513 (office)
888.478.7703 (fax)
www.construction.com
connecting people_projects_products

From: Vasko, Todd - (OAK) [mailto:tvasko@tcco.com]
Sent: Wednesday, December 15, 2010 11:54 AM
To: MHC_Official_Bids
Subject: DAILY PACIFIC BUILDER: ad placement for Prequalification for West County Health Center Project

Kwadi,

The attached ad is for Prequalification's for new bidding work.

We would like this ad placed in the Daily Pacific Builder on three dates

Monday, December 20, 2010
Thursday, December 23, 2010
Thursday, December 30, 2010

Please call or email me with any comments, concerns or questions.

Also, please verify ad with a copy receipt.

Thanks

Todd Vasko
Senior Purchasing Agent

Turner *Building the Future*

Vasko, Todd - (OAK)

From: Feinstein, Gary [Gary_Feinstein@mcgraw-hill.com] on behalf of MHC_Official_Bids [MHC_Official_Bids@mcgraw-hill.com]
Sent: Thursday, December 16, 2010 5:58 AM
To: Vasko, Todd - (OAK)
Subject: GF; DPB; 5KAMX9; Turner; 2x6; sub bid; 12/17; 12/23 and 12/30
Attachments: turner.pdf

Todd,

Please review attached proof. Any changes let me know ASAP!!!

Regards,
Gary Feinstein
Media Account Representative
McGraw-Hill Construction
Official Bids & Proposals
888.814.0513 (office)
888.478.7703 (fax)
www.construction.com
connecting people_projects_products

From: Vasko, Todd - (OAK) [mailto:tvasko@tcco.com]
Sent: Wednesday, December 15, 2010 11:51 AM
To: MHC_Official_Bids
Subject: DAILY PACIFIC BUILDER: ad placement for Bidding for West County Heatlh Center Project

Kwadi,

Thank you for the phone call and the information this morning.

The attached ad is for bidding on previously approved bidders.

We would like this ad placed in the Daily Pacific Builder on three dates

Friday, December 17, 2010
Thursday, December 23, 2010
Thursday, December 30, 2010

Please call or email me with any comments, concerns or questions.

Also, please verify ad with a copy receipt.

Thanks

Todd Vasko
Senior Purchasing Agent

Turner Building the Future
1625 Clay Street | Oakland CA, 94612
510.267.8239 direct

Our new address, effective Monday, December 20, 2010:
Turner Construction Company

From: Bailey, Kwadi [mailto:kwadi_bailey@mcgraw-hill.com] **On Behalf Of** MHC_Official_Bids
Sent: Wednesday, December 15, 2010 7:23 AM
To: Vasko, Todd - (OAK)
Subject: DAILY PACIFIC BUILDER:

Hello Tom,

We understand you would like to place an ad in the Daily Pacific Builder, If you would be so kind as to reply to this email address with your ad that would be terrific. The Daily Pacific Builder is a Monday – Friday publication with a deadline of 11:00AM PST.

Best regards,
Kwadi

Kwadi Bailey
Media Account Representative
McGraw-Hill Construction
Official Bids & Proposals
888.814.0513 (office)
888.478.7703 (fax)
www.construction.com <http://www.construction.com/ProjectCenter/proposals.asp>
Connecting people_projects_products

The information contained in this message is intended only for the recipient, and may be a confidential attorney-client communication or may otherwise be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, please be aware that any dissemination or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by replying to the message and deleting it from your computer. The McGraw-Hill Companies, Inc. reserves the right, subject to applicable local law, to monitor and review the content of any electronic message or information sent to or from McGraw-Hill employee e-mail addresses without informing the sender or recipient of the message.

Turner

Notification of Prequalification Process for Bid Packages 1A & 2 Only

Turner Construction Company, representing Contra Costa County as their Construction Manager invites interested trade contractors, Suppliers, manufacturers and truckers to Prequalify to submit bids for the project noted below.

Qualified MBE/WBE/OBE/SBE/LBE/DVBE businesses are encouraged to submit a pre-qualification package.

Project: New West County Health Center,
Parking Structure and Associated Sitework, San Pablo. CA
Approximate Value: $29,000,000
Owner: Contra Costa County

This project includes a 2 story, 53,000 square foot health clinic, a 3 level parking structure, and associated site work.

For this second bid package, we are currently seeking interest from the following trades:

- **Bid Package 1.0 - General Requirements – Approximate total is $900,000**
- **Bid Package 2.7 – Site Utilities – Approximate total is $450,000**
- **Bid Package 3.3 – Concrete / Rebar – Approximate total is $4,300,000**
- **Bid Package 5.1 – Structural Steel – Approximate total is $850,000**
- **Bid Package 15.4 - Plumbing – Approximate total is $1,500,000**
- **Bid Package 15.5 – Fire Protection – Approximate total is $500,000**
- **Bid Package 15.6 – Mechanical – Approximate total is $2,350,000**
- **Bid Package 16.1 - Electrical – Approximate total is $3,350,000**
- **Bid Package 14.2 - Elevators – Approximate total is $450,000**

NOTE: at this time, we are only accepting prequalification packages for the bid packages noted above. Future advertisements will be published to prequalify the balance of the trade contractors needed for this project.

Deadline for requesting a prequalification package is Wednesday, December 29, 2010

Please go to https://turnernorcal.box.net/shared/vshizu7s97 to access the Prequalification. You will be asked for your own user and your own password. Download documents and submit. If you should have any questions or problems, please contact Todd Vasko @ tvasko@tcco.com.

Deadline for submitting prequalification packages for this trade package: Wednesday, Jan 05, 2011.

Completed prequalification packages must be mailed or delivered in hard copy form to:

Turner Construction Company, Attn: Todd Vasko,
1111 Broadway, Suite 2100 Oakland, CA 94607.

If prequalified, your firm will be provided plans, specifications and bid instructions once the design is complete and bid packages are available.

Only prequalified firms will be allowed to submit bids for this project.

Contra Costa County is an equal opportunity employer and highly encourages the participation of MBE/WBE/OBE/SBE/LBE/DVBE business enterprises on this project.

Please direct any questions to Todd Vasko at 510.2367.8239 or tvasko@tcco.com

5KAPYI

Dear advertiser,
Here is how the ad you ordered will appear in the Daily Pacific Builder
If there are any questions, call me before noon at (888) 899-3732, or fax me at (925) 933-5018.
Run Dates:

Regards,
Teri DeLoache, McGraw-Hill Daily Pacific Builder

APPROVED BY _____ DATE _____

INDICATOR 3,4,5,7

Contra Costa Times

PO Box 4147
( ) ut Creek, CA 94596
) 935-2525

Turner Construction Co
1111 Broadway Dr,Ste 2100
Oakland CA 94607

PROOF OF PUBLICATION

FILE NO. WCHC Bidding P

In the matter of

Contra Costa Times

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter.

I am the Principal Legal Clerk of the Contra Costa Times, a newspaper of general circulation, printed and published at 2640 Shadelands Drive in the City of Walnut Creek, County of Contra Costa, 94598

( )which newspaper has been adjudged a newspaper of general) lation by the Superior Court of the County of Contra Costa, State of California, under the date of October 22, 1934. Case Number 19764.

The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

2/18/2011

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.
On this 18th day of February, 2011.

Signature

Legal No. 0003877495

Notification of Bids for Trade Package 1C Only

Turner Construction Company, representing Contra Costa County as their Construction Manager invites 2nd tier subcontractors, material suppliers, and vendors to inquire about subtier work from the prequalified bidders for the project noted below.
Bidders are encouraged to seek MBE/WBE/OBE/SBE/LBE/DVBE business participation.

Project: New West County Health Center, Parking Structure and Associated Sitework, San Pablo, CA

Approximate Value: $29,000,000
Owner: Contra Costa County
This project includes a 2 story, 53,000 square foot health clinic, a 3 level parking structure, and associated site work.

We are currently seeking bids from the following trades:
Trade Package 1C – General Requirements – Approximate value of Not-To-Exceed contract is $720,000. See special bidding instructions.

Approved Pre-Qualified Bidders: Corbin Builders, Roebbelen Construction, Turner Group Construction, Vila Construction Company,

NOTE: Bids will only be accepted from Prequalified Trade Contractors for the bid package noted above. Future advertisements will be published for future bid packages needed for this project.
Deadline for submitting RFI's for this trade package: Tuesday, March 01, 2011

Please go to
https://turnernorcal.box.net/shared/rre68sd9qp
to access the Plans and Specifications. You will be asked for your own user name and your own pass word. Download documents and submit. If you should have any questions or problems, please contact Todd Vasko @ tvasko@tcco.com.

Sealed bids are due no later than 2pm, Tuesday, March 08, 2011
Sealed bids must be delivered in hard copy form to:

Director of General Services,
Capital Project Management Division Office
2530 Arnold Drive, Ste., 300
Martinez, CA 94553

Only prequalified firms will be allowed to submit bids for this project.
Contra Costa County is an equal opportunity employer and highly encourages the participation of MBE/WBE/OBE/SBE/LBE/DVBE business enterprises on this project.
Please direct any questions to Todd Vasko at 510.267.8239 or tvasko@tcco.com

CCT# 3877495 Feb, 18, 2011

Bay Area News Group - East Bay
4000 Executive Pkwy, Ste 200, San Ramon, CA 94583-4313
Advertising Invoice and Statement

BILLING DATE	BILLING PERIOD	ACCOUNT NUMBER
02/28/11	2/1/2011 - 2/28/2011	2018439

TOTAL AMOUNT DUE	TERMS OF PAYMENT	STATEMENT NUMBER
2,366.60	**Due Within 15 Days**	0000291195

Return Service Requested

To pay the balance on this statement by credit card, please call or email your credit representative shown below.

Send payment to:

TURNER CONSTRUCTION CO
1111 BROADWAY DR
STE 2100
OAKLAND, CA 94607

BAY AREA NEWS GROUP - EAST BAY
PO BOX 513078
LOS ANGELES CA 90051-1078

026 20184396 00002911956 0002366607

PLEASE DETACH AND RETURN THE UPPER PORTION WITH YOUR PAYMENT

BayAreaNewsGroup

4000 Executive Pkwy, Ste 200, San Ramon, CA 94583-4313

STATEMENT OF ACCOUNT

Send payment to:
PO BOX 513078, LOS ANGELES CA 90051-1078

BILLING DATE	BILLING PERIOD	TERMS OF PAYMENT	STATEMENT NUMBER	PAGE
02/28/11	2/1/2011 - 2/28/2011	Due Within 15 Days	0000291195	1 of 1

ACCOUNT NUMBER	ACCOUNT NAME
2018439	TURNER CONSTRUCTION CO

CREDIT REPRESENTATIVE	SALES REPRESENTATIVE
Erica Hodge / 925-302-1674 ehodge@bayareanewsgroup.com	Barbara Goermar / 925-943-8019 bgoermar@bayareanewsgroup.com

AGING OF PAST DUE AMOUNTS

CURRENT NET AMOUNT	30 DAYS	60 DAYS	OVER 90 DAYS	UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
859.80	0.00	1,506.80	0.00	0.00	2,366.60

DATE	REFERENCE	DESCRIPTION	SIZE/UNITS	RATE	GROSS AMOUNT	NET AMOUNT
01/31/11		Balance Forward				1,506.80
02/11/11 - 02/17/11	0003868368	Classified Advertising; Contra Costa Times; CCT; Legals CLS; Times Run: 3; PO Number:WCHC ad for bidding	154 LI	1.40	646.80	646.80
02/18/11	0003877495	Classified Advertising; Contra Costa Times; Central Zone; Legals CLS; PO Number:WCHC Bidding Package	146 LI	1.46	213.00	213.00

Thank you for doing business with us.

PAID ADVERTISEMENTS

REQUEST FOR BIDS

PHONE (888) 814-0513 • FAX # (888) 478-7703

mhc_official_bids@mcgraw-hill.com | mhc_official_bids@mcgraw-hill.com

Turner

Notification of Bids for Trade Package 1C Only

Turner Construction Company, representing Contra Costa County as their Construction Manager invites 2nd tier subcontractors, material suppliers, and vendors to inquire about subtier work from the prequalified bidders for the project noted below.
Bidders are encouraged to seek MBE/WBE/OBE/SBE/LBE/DVBE business participation.

Project: New West County Health Center, Parking Structure and Associated Sitework, San Pablo, CA

Approximate Value: $29,000,000
Owner: Contra Costa County

This project includes a 2 story, 53,000 square foot health clinic, a 3 level parking structure, and associated site work.

We are currently seeking bids from the following trades:
Trade Package 1C – General Requirements – Approximate value of Not-To-Exceed contract is $720,000. See special bidding instructions.

Approved Pre-Qualified Bidders: Corbin Builders, Roebbelen Construction, Turner Group Construction, Vila Construction Company

NOTE: Bids will only be accepted from Prequalified Trade Contractors for the bid package noted above. Future advertisements will be published for future bid packages needed for this project.

Deadline for submitting RFI's for this trade package: Tuesday, March 01, 2011

Please go to https://turnernorcal.box.net/shared/rre68sd9ap to access the Plans and Specifications. You will be asked for your own user name and your own password. Download documents and submit. If you should have any questions or problems, please contact Todd Vasko @ tvasko@tcco.com.

Sealed bids are due no later than 2pm, Tuesday, March 08, 2011

Sealed bids must be delivered in hard copy form to:
Director of General Services, Capital Project Management Division Office
2530 Arnold Drive, Ste., 300
Martinez, CA 94553

Only prequalified firms will be allowed to submit bids for this project.

Contra Costa County is an equal opportunity employer and highly encourages the participation of MBE/WBE/OBE/SBE/LBE/DVBE business enterprises on this project.

Please direct any questions to Todd Vasko at 510.267.8239 or tvasko@tcco.com

5TSJSM

McCarthy Building Companies, Inc.

Is requesting subcontractor bids from all certified/qualified: **DVBE/WBE/SBE/DBE/LBE/SLBE** Subcontractor and Material Suppliers for the following project:

New San Andreas Courthouse
Mountain Ranch Road/Government Center Drive
San Andreas, Ca 95249

Bid Date: March 15, 2011 at 2:00 PM

Scope of work: This project consists of the new construction of a 46,466 square foot, new 2-story courthouse on an approximately 6.9 acre site. The structure is steel moment framed on spread footings and the exterior finishes include aluminum and glass curtain wall, stone veneer, and high pressure laminate panels as well as metal panels. This project is designed to achieve LEED Silver status and includes a partial green roof.

The project is located on undeveloped woodland knoll adjacent to the existing county center.

Estimated value of this project: $28,000,000

For Documents Contact: Lisa Ritchey at 916-786-3833 lritchey@mccarthy.com

This is a public works project and is subject to prevailing wage rate laws.

Plans and Specs may be viewed at our office or contact us for more information on obtaining a copy for your use.

100% performance and Payment Bonds will be required from an approved surety for contracts over $100,000.00. Actual bond cost up to 1.5% of bid amount will be paid by McCarthy. Upon request, subcontractors will be required to provide evidence of their ability to provide the same within twenty-four (24) hours of bid. You are also encouraged to visit our website at www.mccarthy.com <http://www.mccarthy.com/> and complete our Subcontractor Prequalification Information. McCarthy Building Companies, Inc. is an equal opportunity employer. McCarthy Building Companies, Inc. 2241 Douglas Blvd. Suite 200 Roseville, CA 95661

5TKNLN

ADVERTISEMENT FOR BIDS

Please refer to additional requirements contained in the complete Advertisement for Bids published on-line at http://dcm.ucdavis.edu.

Subject to conditions prescribed by the University of California, Davis, sealed bids for a lump-sum contract are invited for the following Work: PET/CT SCAN, PRIMATE CENTER, TB 141, Project No.: Q-214040.

Funding for this Project is provided, in part, from a grant by National Institutes of Health, Department of Health and Human Services, Grant No. 3P51RR000169-48S3.

DESCRIPTION OF WORK: Provide all labor, materials, equipment, tools, transportation, insurance, and services for conversion of existing TB 141 from use as an animal holding area into a new area for use as a PET / CT SCAN and MicroPET. Work will include, but is not limited to, selective demolition of interior walls, ceilings, floor and finishes, removal and rework of electrical, plumbing and HVAC systems. New interior gypsum wall partitions, new doors, new ceiling and new concrete floor, new fire sprinkler system along with a new fire alarm system.

Estimated Construction Cost of this project is $376,000.00 (Base Bid)

A MANDATORY Pre-Bid Conference and MANDATORY Pre-Bid Job Walk will be conducted on WEDNESDAY, MARCH 2, 2011 beginning promptly at 10:00 AM Participants shall meet at the DESIGN AND CONSTRUCTION MANAGEMENT MAIN CONFERENCE ROOM. Bidders must be present at the Pre-Bid Conference no later than the scheduled start time. Only bidders who participate in both the Conference and the Job Walk in their entirety will be allowed to bid on the Project as prime contractors. For further information, contact HEATHER ECKELS at (530) 752-6115. The Job Walk will last approximately 2 hours. Transportation will be provided to the Job Walk.

THERE WILL BE NO EXCEPTIONS FOR LATE ENTRY INTO PRE-BID CONFERENCE AND DEADLINE FOR SUBMITTING A BID.

Bids will be received only at: Design and Construction Management, University of California, 255 Cousteau Place, Davis, California 95618.

Bid Deadline: Sealed bids must be received on or before: 1:00 PM, THURSDAY MARCH 17, 2011. Bids will be opened at: 1:01 P.M. or promptly thereafter.

The successful Bidder will be required to have the following California current and active contractor's license at the time of submission of the Bid: GENERAL BUILDING CONTRACTOR.

Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Bidder may be required to show evidence of its equal employment opportunity policy.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
University of California, Davis
February 18, 2011

5TXNJ2

ADVERTISEMENT FOR CM/GENERAL CONTRACTOR PREQUALIFICATION

Subject to conditions prescribed by the undersigned, responses to University's prequalification documents are sought from CM/Contractors for the following work:

LOWER SPROUL STUDENT COMMUNITY CENTER
PROJECT NO. 12520B
Estimated Construction Cost: $100,000,000

DESCRIPTION OF THE WORK: The project includes, but is not limited to: Pre-construction and construction services for construction improvements to several buildings and site improvements on the Lower Sproul Plaza. The work will include demolition and replacement of Eshleman Hall, renovation and expansion of Martin Luther King, renovation of Chavez and Anthony Halls, and site improvements to the Plaza. Construction will be implemented on a congested site with revenue generating retail that must remain in operation during construction.

A **MANDATORY** Prequalification Conference will be conducted on **FEBRUARY 23, 2011 beginning promptly at 10:00 a.m.**

Prequalification Submittals must be received on or before 2:00 P.M., MARCH 8, 2011 at:

UNIVERSITY OF CALIFORNIA, BERKELEY
Capital Projects, Contract Administration
1936 University Avenue, Room 250
Berkeley, CA 94704-7027
Telephone Number: (510) 642-6273

PLEASE VISIT OUR WEBSITE AT:
http://www.cp.berkeley.edu/AdsForBids.html <http://www.cp.berkeley.edu/AdsForBids.html> for the text of the full advertisement and information on how to obtain prequalification documents.

5TXDHH

McGraw Hill CONSTRUCTION Regional Publications

INVOICE

TEAR SHEETS 1

REMIT TO: THE MCGRAW-HILL COMPANIES
P.O. BOX 74999
CLEVELAND, OH 44194-4999

INVOICE # A308005 01
ACCOUNT # A30034963
INVOICE DATE 02/25/11
INQUIRIES TO:
TEL 866-757-4576 FAX 609-426-7143

BILL TO:

TURNER CONSTRUCTION CO
TODD VASKO
1111 BROADWAY SUITE 2100
OAKLAND CA 94607

ADVERTISER/AGENCY:

The McGraw-Hill Companies

--------ALL AMOUNTS ARE IN U.S. DOLLARS--------

ISSUE/ PAGE #/ JOB NUMBER	DESCRIPTION	GROSS DOLLARS	AGENCY COMMISSION	NET DOLLARS
02/18/11	DAILY PACIFIC BUILD FULL RUN			
	8 X INCHX2COLUMN			
068028201	OFFICIAL PROPOSAL 1 X RATE	434.00		
	WCHC BID PACKAGE 1C			
	02/18/11			
	5TSJSM			
	TOTAL FOR JOB 068028201	434.00		434.00
	TOTAL SALES TAX/VAT	434.00	0.00	434.00
	TOTAL DUE			434.00

BILLING TERMS:
PAYMENT IN FULL DUE
UPON RECEIPT OF INVOICE

( )

McGraw Hill CONSTRUCTION Regional Publications

INVOICE
FEDERAL EIN 13-1026995

The McGraw-Hill Companies

DATE 02/25/11 ACCOUNT #A30034963 INVOICE # A308005 01

REMIT TO: THE MCGRAW-HILL COMPANIES
P.O. BOX 74999
CLEVELAND, OH 44194-4999

CHARGE MY CREDIT CARD. (CIRCLE ONE)
VISA MASTERCARD AMERICAN EXPRESS

CARD #_____ EXPIRE DATE_____
SIGNATURE _____

PLEASE DO NOT WRITE IN SPACE BELOW

TURNER CONSTRUCTION CO
TODD VASKO
1111 BROADWAY SUITE 2100
OAKLAND CA 94607

A30034963A30800501000043400

TO INSURE PROPER CREDIT, INDICATE ACCOUNT NUMBER ON CHECK.
RETURN THIS PORTION WITH PAYMENT IN U.S. DOLLARS DRAWN ON U.S. BANK.

TOTAL AMOUNT DUE 434.00 | AMOUNT ENCLOSED

AR233M

McGraw-Hill CONSTRUCTION Regional Publications

AFFIDAVIT

INVOICE # A308005 01
ACCOUNT # A30034963
INVOICE DATE 02/25/11
INQUIRIES TO:
TEL 866-757-4576 FAX 609-426-7143

ADVERTISER/AGENCY:

BILL TO: TURNER CONSTRUCTION CO
TODD VASKO
1111 BROADWAY SUITE 2100
OAKLAND CA 94607

The McGraw-Hill Companies

PUBLICATION: DAILY PACIFIC BUILD

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I, DOTTY MONTANTI, OF THE CITY AND COUNTY OF MERCER, STATE OF NEW JERSEY, HAVING DULY BEEN SWORN, DEPOSES AND SAYS:
I AM NOW AND AT ALL TIME HEREINAFTER MENTIONED A CITIZEN OF THE UNITED STATES OF AMERICA, OVER TWENTY-ONE YEARS OF AGE, AND COMPETENT TO BE A WITNESS ON THE HEARING OF THE MATTERS MENTIONED IN THE ANNEXED PRINTED COPY NOTICE HEREINAFTER SET FORTH; I HAVE NO INTEREST WHATSOEVER IN ANY OF THE SAID MATTERS; I AM NOW AND DURING ALL TIMES EMBRACED IN THE PUBLICATION HEREIN MENTIONED WAS THE CHIEF CLERK OF THE NEWSPAPER, A NEWSPAPER OF GENERAL CIRCULATION PRINTED AND PUBLISHED IN SAID CITY AND COUNTY; AS CHIEF CLERK DURING ALL TIME MENTIONED IN THE AFFIDAVIT I HAVE HAD AND I STILL HAVE CHARGE OF ALL ADVERTISEMENTS AND NOTICES PUBLISHED IN SAID NEWSPAPER; THAT SAID LEGAL NOTICE OF WHICH THE ANNEXED IS A TRUE PRODUCTION COPY OF THE PRINTED PAGE IN WHICH THE ADVERTISEMENT WA UBLISHED IN THE ABOVE NAMED NEWSPAPER ON THE FOLLOWING DAYS TO WIT:

WCHC BID PACKAGE 1C - 02/18/11

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

SIGNED,

Dotty Montanti

CHIEF CLERK

Bid Ad

Vasko, Todd - (OAK)

From: O'Neill, Lorette [Lorette_ONeill@mcgraw-hill.com]
Sent: Thursday, February 17, 2011 10:49 AM
To: Vasko, Todd - (OAK)
Subject: Ad proof for West County Health Center Trade Package 1C
Attachments: turner.pdf

Hi Todd,

Attached is the proof for the above mentioned project. It is scheduled to run in the Daily Pacific Builder tomorrow, 2/18 for a cost of $434.00. Please let me know if you have any corrections to the ad or if the ad is okay to publish.

Thanks,

Lori O'Neill
Media Account Representative
McGraw-Hill Construction
Official Bids & Proposals
800.531.5439 (office)
415.357.8098 (fax)
www.construction.com
connecting people_projects_products

Please consider the environment before printing this email

The information contained in this message is intended only for the recipient, and may be a confidential attorney-client communication or may otherwise be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, please be aware that any dissemination or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by replying to the message and deleting it from your computer. The McGraw-Hill Companies, Inc. reserves the right, subject to applicable local law, to monitor and review the content of any electronic message or information sent to or from McGraw-Hill employee e-mail addresses without informing the sender or recipient of the message.

Turner

Notification of Bids for Trade Package 1C Only

Turner Construction Company, representing Contra Costa County as their Construction Manager invites 2nd tier subcontractors, material suppliers; and vendors to inquire about subtier work from the prequalified bidders for the project noted below.
Bidders are encouraged to seek MBE/WBE/OBE/SBE/LBE/DVBE business participation.

Project: New West County Health Center, Parking Structure and Associated Sitework, San Pablo, CA

Approximate Value: $29,000,000
Owner: Contra Costa County

This project includes a 2 story, 53,000 square foot health clinic, a 3 level parking structure, and associated site work.

We are currently seeking bids from the following trades:
Trade Package 1C – General Requirements – Approximate value of Not-To-Exceed contract is $720,000. See special bidding instructions.

Approved Pre-Qualified Bidders: Corbin Builders, Roebbelen Construction, Turner Group Construction, Vila Construction Company

NOTE: Bids will only be accepted from Prequalified Trade Contractors for the bid package noted above. Future advertisements will be published for future bid packages needed for this project.

Deadline for submitting RFI's for this trade package: Tuesday, March 01, 2011

Please go to https://turnernorcal.box.net/shared/rre68sd9ap to access the Plans and Specifications. You will be asked for your own user name and your own password. Download documents and submit. If you should have any questions or problems, please contact Todd Vasko @ tvasko@tcco.com.

Sealed bids are due no later than 2pm, Tuesday, March 08, 2011

Sealed bids must be delivered in hard copy form to:
Director of General Services, Capital Project Management Division Office
2530 Arnold Drive, Ste., 300
Martinez, CA 94553

Only prequalified firms will be allowed to submit bids for this project.

Contra Costa County is an equal opportunity employer and highly encourages the participation of MBE/WBE/OBE/SBE/LBE/DVBE business enterprises on this project.

Please direct any questions to Todd Vasko at 510.267.8239 or tvasko@tcco.com

5TSJSM

Dear advertiser,
Here is how the ad you ordered will appear in the Daily Pacific Builder
If there are any questions, call me before noon at (888) 899-3732, or fax me at (925) 933-5018.
Run Dates:

Regards,
Teri DeLoache, McGraw-Hill Daily Pacific Builder

APPROVED BY _____ DATE _____

5	Written Notice to Subcontractors, Suppliers, Manufacturers, and Truckers	10 Points

Purpose: The Bidder provided written notice to subcontractors, suppliers, manufacturers, and truckers requesting bids for the identified work areas.

Action:

1. Bidder must send written notices (letters) not less than ten (10) calendar days prior to the date the bids are due.

2. Letters must contain:
   a. Areas of work to be subcontracted;
   b. County project name;
   c. Name of the Bidder;
   d. Bidder's contact person's name, address, telephone number;
   e. Information on the availability of plans, specifications and requirements; and
   f. Bidder's policy concerning assistance with bonds, lines of credit, and/or insurance.

3. Bidders should contact the agencies listed in the specifications to obtain current copies of Business Directories including MBE/WBE Directories.

Required Documentation:

1. A copy of each letter sent to available MBEs, WBEs, OBEs, SBEs, LBEs, and DVBEs.

2. If only one master letter was used, a copy of the letter should be submitted with a list of all recipients and their fax numbers.

3. Faxed copies must also include the fax transmittal confirmation log showing the date and time of transmission.

4. Mailed letters must include copies of the metered envelopes.

5. Mailed letters sent Certified must include a copy of the certified mailed receipt for each business.

Bidders using an Internet Outreach Service must submit the letter sent to the Outreach service that contains the required information, including the date the request was made. Bidders must also submit documentation from the Outreach service that lists their letter(s) showing the date they were sent by the Outreach service to subcontractors, suppliers, manufacturers, and truckers.

Note: The written notice can also be used to satisfy Indicators 3, 7, and 10.

Turner Purchasing

BIDDERS CALL LIST / OUTREACH / GFE EFFORTS

WEST COUNTY HEALTH CENTER

INDICATOR 6

DECLINED TO BID	PQ RECEIVED	APPROVED	DISAPPROVED	SUBCONTRACTOR	MBE/WBE/ DVBE	LBE / SBE / SLBE	CONTACT	PHONE	EMAIL (actual team members)	Ad Placed in Daily Pacific Builder for PREQUALIFICATION INDICATOR 3,4,7	Ad Placed in the Contra Costa Times for PREQUALIFICATION INDICATOR 3,4,7	Approval Letter sent	Decline Letter sent	Ad Placed in Daily Pacific Builder for Approved Bidders INDICATOR 2,5,7	Ad Placed in the Contra Costa Times for Approved Bidders INDICATOR 2,5,7	COMMENTS / NOTES by Todd Vasko - INDICATOR 6	Who did calling?	Invitation to Bid Sent via Email - INDICATOR 2, 5	Initial Phone Calls - INDICATOR 6	2nd Round of Phone calls - INDICATOR 6	Notified about Addendum # 1 via email	Email letter sent regarding INDIATOR 10
				GENERAL REQUIREMENTS																		
	X	X		Turner Group Construction	MBE	SLRBE	Len Turner	510.618.1625	len@turnergrp.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10	02.10.11		02.18.11	02.18.11	12.20 called lm / 12.27 sent email / 02.22.11 lm for Len to call back / 2.24 confirmed w/ Len bidding. / 2.28 spoke with Len and confirmed scope of work document and bid form. Discussed bond issues . . . confirmed bidding	T Vasko	01.06.11	02.22.11	02.24.11	02.24.11	02.22.11
	X	X		Corbin Building	MBE-DBE	SLBE	Josef Corbin	510-663-5716	jcorbin@corbinbuilders.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10	02.10.11		02.18.11	02.18.11	12.20 called lm / 12.27 sent email / 02.22 talked to Josef, his concern is the bid bond. He was not aware of this a PQ time and is currently using his bonding capacity on a different project. 2.28.11 discussed bonding again... not sure he can bid.	T Vasko	01.06.11	02.22.11	02.24.11	02.24.11	02.22.11
	X	X		Vila Construction Company		SBE	Rich Vila	510 236-9111	rich@vilaconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10	02.10.11		02.18.11	02.18.11	12.16 called and discussed w/ Rich / 2.22 called & spoke w/ Rich - confirmed bidding / 2.24 called to confirm/ Rich sent an email confirming	T Vasko	01.06.11	02.22.11	02.24.11	02.24.11	02.22.11
	X	X		Roebbelen Construction			Teresa / Robert Kjome	916.939.1132	bobk@roebbelen.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10	02.10.11		02.18.11	02.18.11	12.27.10 emailed / called tcv / 2.22 called and confirmed / 2.24 called and left a message / 2.25 received email confirming bidding	T Vasko	01.06.11	02.22.11	02.24.11	02.24.11	02.22.11
				Trico Construction (Called)	MBE	LBE	Jim Brudchere	415-543-2100	jim@tricoconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.06 lmtcb	T Vasko	01.06.11	01.06.11			
				* RMR Construction			Rob Reinertson	415-647-0884	rob@rmrconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					12.20 called lm/ 01.06 lmtcb	T Vasko	01.06.11	01.06.11			
				* Gaines Const.		MBE	Vincent Gaines	510-538-5251	vg072003@yahoo.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.05 , 01.06 disconnected number	T Vasko	01.06.11	01.05.11			
				Schembri Construction		SBE/LBE	Charles Schembri	415-656-0300	charles@schembriconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.06.11 lmtcb	T Vasko	01.06.11	01.06.11			
				* Albay Construction		SBE	Tom Little	925-228-6200	tlittle@albay.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 Calls made confirming interest	T Vasko	01.06.11	01.07.11			
				Roger Bowers Construction			Roger Bowers	925-443-2766	roger@rogerbowersconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.06 spoke w/ Beverly - send email	T Vasko	01.06.11	01.06.11			
				* BBI Construction			Mo Wright	510.286.8200	mwright@bbiconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 Calls made confirming interest	T Vasko	01.06.11	01.07.11			
				Watkins Construction		LBE	Jim Watkins	925-228-9600	jim@wathomas.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest. Only prequalified for 6A	T Vasko	01.06.11	01.07.11			
				* M.R. Christensen Construction			Dick Christensen	925-671-6764	dick@mrchristensenconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
				* Millennium Construction Group			Rick Timmons	925-676-0119	mail@mi-congroup.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
				* Peacock Construction Inc.		LBE	Matt Stretch	925.283-4550	mattstretch@peacockconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
				* Terra Nova Industries Inc		LBE	Katie Wilhelm	925-932-6133	katiew@terranovaind.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
				* WA Thomas Co Inc		LBE	James Smith	925-228-9600	jim@wathomas.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
				* N.E. Carlson Construction Inc.		LBE	admin	925-516-0253		12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
				* William G. McCullough		LBE	admin	925-757-3984		12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
				* Sierra Bay Contators Inc.		LBE	admin	925-825-4011		12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
X				*Modern Building Company			Gary Thompson	530.891-4533		12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.05.11 spoke w/ Gary - Non union can not sign PLA	T Vasko	01.06.11	01.05.11			
X				DC Construction		MBE	Donny Chiu	510-530-9068	donny@dcconstructioninc.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.06.11 lmtcb	T Vasko	01.06.11	01.06.11			
X				Alten Construction Inc.		LBE	Cliff Poulton	510-234-4200	bids@altenconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest/12 Per Karin Romeo de	T Vasko	01.06.11	01.07.11			
X				* Taber Construction Inc.		LBE		925-682-6133		12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
* these potential trade contractors were contacted by phone only - see log above																						

428

Summary

1. TOTAL ~~GCs/TRADE~~ = 23, TRADE CONTRACTORS NOTIFIED. SHOWN ABOVE.
2. FOUR BIDDERS CONTACTED BY EMAIL ON 01/06/11. SEE ATTACHED
3. FOUR BIDDERS SENT P.Q. FORM SUBSEQUENTLY, SEE ATTACHED.
4. 15 BIDDERS CONTACTED BY PHONE NOTIFYING THEM OF BIDS AD AND TO SEE IF THEY ARE INTERESTED. (SEE ABOVE WITH ASTERICKS.)

PRE-QUAL + BID AD (QUALIFIED)

Turner

December 01, 2010

TO: **TRADE CONTRACTOR BIDDERS**

Re: **Trade Contractor Prequalification**
West County Health Center

Dear Trade Contractor:

Turner Construction Company will be accepting trade contractor bid proposals from prequalified bidding firms for the West County Health Center Project. It is the intent of Turner and the County to prequalify these trade contractors for the purpose of establishing a select bid list. Please note that prequalified trade contractors will still need to satisfy all the requirements of the Bid Documents in order to be considered as a responsive bidder.

Bid Package volumes are currently estimated as indicated in Section A of the attached Prequalification Application.

Project Description:

The West County Health Center is to be a new 50,000 sq. ft. facility, located on the campus of the Doctors Medical Center in San Pablo, California. The WCHC is to be an outpatient facility and shall include spaces for exam and treatment rooms, medical records, nurse's stations, doctor work areas, patient registration, and ancillary services. It will also include a 3 story parking structure with full site development and landscaping.

The County has selected Turner Construction as the Construction Manager for the project in a CM-at-Risk delivery model. All contracts will be held by Contra Costa County.

Any questions regarding this Prequalification Application should be directed to:

Todd Vasko
Senior Purchasing Agent
Turner Construction Company
510.267.8239

Enclosed: Prequalification Application, 12 pages total

PREQUALIFICATION APPLICATION

FOR

TRADE CONTRACTORS

NEW WEST COUNTY HEALTH CENTER
13601 SAN PABLO AVE. SAN PABLO, CA

TABLE OF CONTENTS

page

Trade Contractor Prequalification Criteria And Procedures 3

Section A – Bid Package Designation 6

Section B – General Information 6

Section C – Pass / Fail Criteria 7

Section D – Financial Information 8

Section E – Safety Information 9

Section F – Experience Information 10

Listing of Current Major Projects 11

Listing of Completed Major Projects 12

Prequalification Criteria And Procedures

Prequalification Requirment:

Contra Costa County has determined that all bidders on the West County Health Center Project who wish to submit a bid must be prequalified. It is a mandatory requirement that all Trade Contractors fully complete the prequalification questionnaire, provide all materials requested herein, and receive approval from the Contra Costa County Board of Supervisors in order for their bid proposal to be considered responsive. No bid will be accepted from a Trade Contractor that has not been prequalified and approved. If two or more business entities submit a bid as part of a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid.

Timeline for Prequalification:

Prequalification Applications must be submitted directly to **Turner Construction and received at 1111 Broadway, Ste 2100, Oakland CA 94607 by 2:00PM, January 05, 2011.** Trade Contractors will be susbsequently notified in writing by Contra Costa County / Turner Construction of their approval status.

Incomplete Submittals and Late Submittals:

Incomplete and/or late submittal of Prequalification Applications will not be considered. There is no appeal to a prequalification denial for an incomplete or late application.

Prequalification Application – Contents:

The pre-qualification application is comprised of the following forms:

- Trade Contractor Prequalification Questionnaire
- Current Major Projects Listing Form
- Completed Major Projects Listing Form

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Trade Contractor on their behalf. If any information provided by a Trade Contractor becomes inaccurate, the Trade contractor must immediately notify Contra Costa County/Turner Construction and provide updated accurate information in writing, under penalty of perjury.

The Owner reserves the right to waive minor irregularities and omissions in the information contained within the submitted prequalification applications and to make all final determinations.

The pre-qualification packages (questionnaire answers and financial statements) submitted by Trade Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the appeal hearing. State law requires that the names of Trade contractors applying for pre-qualification status shall be public records subject to disclosure, and the first page (Section A & B) of the questionnaire will be used for that purpose.

Prequalification Criteria and Evaluation Procedures:

Contra Costa County / Turner Construction will review, evaluate, and score each Trade Contractor's prequalification based on the following objective evaluation criteria:

A. Prequalification Application must be completed and submitted along with supplemental information indicated. Trade contractor may be found not pre-qualified for falsification of information.

B. A list of the passing/scorable questions and the scoring instructions are as follows:

The passing/scorable questions arise in three different areas within Attachment 1:

(1)	Section A – Bid Package Designation.	This section is not scored.
(2)	Section B – General Information.	This section is not scored.
(3)	Section C – Pass / Fail Criteria	This section is not scored.
(4)	Section D – Financial Information	Total points (100)
(5)	Section E – Safety Information	Total points (100)
(6)	Section F – Experience Information	Total points (100)
(7)	References	Total points (100)

Prequalification Scoring:

Maximum score is 400 points. A minimum score of 300 points is required for prequalification approval. Points are calculated as follows:

Criteria	Points
Pass/Fail	
Affirmative answers to any of the questions listed under this section will result in a trade contractor's disqualification from participation on the project.	
Financial	
Current financial statement submitted	25
Average annual volume over $20 Mil last 3 years	25
No Bankruptcy/Failure/Termination	50
Safety	
Current EMR under 1.0	90
Current EMR under 1.1	75
Current EMR under 1.2	50
No OSHA Citations over past 5 years	10
Experience	
No relevant current or completed projects	0
One relevant current or completed projects	50
Two relevant current or completed projects	60
More than two relevant current or completed projects	80
One or more completed LEED projects	20
References	
Quality of Work	0-5
C.O. Pricing	0-35
Claims	0-35
Field Supervision/Staff	0-5
Adherence to Schedule	0-5
Timeliness of Papework	0-5
Problem Identification and Resolution	0-5
Close-out / Punchlist	0-5

Relevant projects are defined as being similar size and construction type with $ volume equal to or greater than estimated value shown above.

Best efforts will be made to notify Trade Contractors in writing of their qualification status within ten business days after final submission date. If a Trade contractor is disqualified, the notification shall include the basis for the disqualification and any supporting evidence that had been received from others or adduced as a result of an investigation by Contra Costa County / Turner Construction.

Contra Costa County reserves the right to change or rescind a Trade Contractors prequalification status based on additional information received prior to the bid date. Trade Contractors who do not prequalify or whose status changes so as to disqualify them as a bidder will be notified in writing and given an opportunity for appeal in accordance with the procedures described below.

Questions concerning the Prequalification Application and process should be directed to Todd Vasko, Turner Construction Company, at 510.267.8239.

Appeals Process

There is no appeal from a refusal due to an incomplete or late application.
Where a timely and completed application results in a rating below that necessary to pre-qualify, an appeal can be made. An appeal is begun by the Contractor delivering notice to Contra Costa County of its appeal of the decision with respect to its pre-qualification rating, no later than five (5) business days after receipt of disqualification letter. Without a timely appeal, the Contractor waives any and all rights to challenge the decision of Contra Costa County, whether by administrative process, judicial process or any other legal process or proceeding. The closing time for bids will not be changed in order to accommodate an appeal.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than five business days after Public Entity's receipt of the notice of appeal, and no later than five business days prior to the last date for the receipt of bids on the project. The hearing shall be an informal process conducted by the Vice President of Business Affairs for the Contra Costa County. At or prior to the hearing, the Contractor will be advised of the basis for Contra Costa County's pre-qualification determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the rating. Within one day after the conclusion of the hearing, Contra Costa County will render its decision. It is the intention of Contra Costa County that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

Note: A trade contractor may be found not pre-qualified for either:

(1) Omission of requested information or
(2) Falsification of information

SECTION A – BID PACKAGE DESIGNATION

Check which bid packages your firm will be bidding:

	Description	Approx. Value
☐	1.0 - General Requirements	$ 900,000
☐	2.1 - Demolition / Earthwork / Paving	$ 900,000
☐	2.3 - Piles / Drilled Piers	$ 1,000,000
☐	2.5 - Fencing	$ 50,000
☐	2.7 - Site Concrete	$ 460,000
☐	2.8 - Site Utilities	$ 450,000
☐	2.9 - Landscaping	$ 150,000
☐	3.3 - Concrete / Rebar	$ 4,300,000
☐	4.2 - Unit Masonry	$ 160,000
☐	5.1 - Structural Steel	$ 850,000
☐	5.3 - Metal Decking	$ 215,000
☐	5.5 - Misc Iron 1 / Stairs	$ 622,000
☐	5.6 - Misc Iron 2	$ 156,000
☐	6.1 - Rough Carpentry	$ 417,000
☐	6.2 - Finish Carpentry	$ 422,000
☐	7.4 - Metal Panels / Sunscreens	$ 290,000
☐	7.5 - Roofing / Waterproofing	$ 519,000
☐	7.6 - Sheet Metal / Flashing	$ 160,000
☐	8.1 - Doors / Frames / Hardware	$ 269,000
☐	8.3 - Coiling Doors	$ 18,000
☐	8.5 - Exterior Glazing	$ 818,000
☐	8.8 - Interior Glazing	$ 133,000
☐	9.2 - Drywall / Plaster / Insulation / Firestop	$ 1,875,000
☐	9.3 - Ceramic Tile	$ 150,000
☐	9.5 - Acoustic Ceilings	$ 260,000
☐	9.6 - Flooring	$ 350,000
☐	9.9 - Painting	$ 244,000
☐	10.1 - Signage	$ 45,000
☐	10.2 - Toilet Partitions & Accessories	$ 25,000
☐	10.9 - Misc Accessories	$ 80,000
☐	12.2 - Window Coverings	$ 157,000
☐	14.2 - Elevators	$ 450,000
☐	15.4 - Plumbing	$ 1,500,000
☐	15.5 - Fire Protection	$ 500,000
☐	15.6 - HVAC	$ 2,350,000
☐	16.1 - Electrical	$ 3,350,000

SECTION B – GENERAL INFORMATION

Date of Response: _____

Name of Company: _____

Street Address: _____

_____ (city) _____ (state) _____ (zip)

Mailing Address: _____

_____ (city) _____ (state) _____ (zip)

Phone: _____ Fax: _____

Contact: _____ Phone: _____ Cell Phone: _____

E-mail: _____ Website: _____

Year Company Started: _____ Type of Company: ☐ Corp. ☐ Partnership ☐ Proprietorship ☐ Sub. S.

Contractor's License Number: _____ State: _____ Expiration: _____ (Attach list if needed)

Union: Yes/No _____

Is your Company:

☐ MBE ☐ WBE ☐ DBE ☐ DVBE MBE/WBE/DBE/DVBE Certified by: _____

SECTION C – PASS / FAIL CRITERIA

1.	Has your firm, or any of its owners, officers or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material representation to any public agency or entity?	Y	N
2.	Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?	Y	N
3.	Has your firm, or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?	Y	N
4.	Is your firm's EMR greater than 1.00?	Y	N

If any of the answers to the above is yes, your firm does not meet the minimum prequalification criteria established for participation on the West County Health Center Project.

SECTION D – FINANCIAL INFORMATION (100 points)

1. **Bonding Company:**

	Name of Surety	Key Contact Person/Phone
A.		

B. Bonding Capacity: Per Job $ _____ Aggregate: $ _____

Current Available Capacity $ _____

Date of Last Bond _____ Amount: $ _____

Bond Rate _____ %

2. **Insurance**

Does your firm meet the minimum insurance requirements outlined below? **Yes ___ No ___.**

Insurance Type	Enrolled Parties – On Site	Excluded Parties
Worker's Compensation & Employer's Liability	WC – Statutory Limit EL - $1M	WC – Statutory Limit EL - $1M
General Liability + Umbrella or Excess Liability	Non Hazardous - $1M (per occurrence & aggregate) Hazardous - $3M (per occurrence & aggregate) Extra Hazardous - $5M (per occurrence & aggregate)	Non Hazardous - $2M (per occurrence & aggregate) Hazardous - $3M (per occurrence & aggregate) Extra Hazardous - $5M (per occurrence & aggregate)
Automobile Liability	$1M combined single limit	$1M combined single limit

3. **Financial Statement**

Attach a copy of your latest audited financial statement. (This information will be treated confidentially.)

If the attached financial statement is not for the identical Company named above, explain the relationship and financial responsibility of the Company whose financial statement is provided:

_____

_____

_____

Has your Company or any of its principals ever petitioned for bankruptcy, failed in business, defaulted or been terminated on a contract awarded to you? If yes, please explain _____ Yes _____ No

_____

_____

_____

3. **Financial Statement (cont.)**

Does you Company have any outstanding judgements or claims against it? _____ Yes _____ No
If yes, please explain:

_____

_____

_____

Please list any litigation brought against your Company in the past five (5) years asserting that you failed to make payments to anyone.

_____

_____

SECTION E – SAFETY INFORMATION (100 points)

1. List your firm's experience modification rate (EMR) for the past three years and current year. Provide a letter from your insurance carrier or state fund on their letterhead verifying the EMR data.

   2007 _____

   2008 _____

   2009 _____

   2010 _____

   Trade Contractors whose EMR exceeds 1.19 at any time from the date of prequalfication submittal up to and including the bid date is disqualified from participation on the West Count Health Center Project. No exceptions.

2. Has your company been cited by OSHA in the past five years?

   Yes _____ No _____

   If yes, list all citations _____

   _____

   _____

SECTION F – PROJECT EXPERIENCE INFORMATION (100 points)

1 What is the largest dollar volume contract your Company has completed within the last three years?

Project Name and Scope: _____

$ Volume: _____ Year: _____

2. What is the largest dollar volume project you anticipate to perform during 2009-2010?

$ Volume: _____ Project Name and Scope: _____

3. What is your anticipated annual volume for 2011? $ _____ # of Projects _____

4. Please indicate annual volume of work performed by your firm over the past 5 years:

2010 _____ 2009 _____ 2008 _____

2007 _____ 2006 _____

a) Attach a list of current relevant projects giving name of project, address, owner, architect, general contractor, contract amount, scope of work and scheduled completion. (Include contact people and phone numbers) – See Attached Form.

b) Attach a list of completed relevant projects giving name of project, address, owner, architect, general contractor, contract amount and scope of work. (Include contact people and phone numbers) – See Attached Form.

Relevant projects are defined as being DSA educational facilities with $ volume equal to or greater than estimated value shown for each bid package.

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Company: _____

By: _____ Date: _____
Signature

Title: _____

CURRENT RELEVANT PROJECTS LISTING

Project Name & Location: _____

$ Volume _____ Scope of Work: _____

Owner: _____ Contact: _____ Phone: _____

Architect: _____ Contact: _____ Phone: _____

GC: _____ Contact: _____ Phone:

IOR _____ Contact: _____ Phone: _____

Project Name & Location: _____

$ Volume _____ Scope of Work: _____

Owner: _____ Contact: _____ Phone: _____

Architect: _____ Contact: _____ Phone: _____

GC: _____ Contact: _____ Phone:

IOR _____ Contact: _____ Phone: _____

Project Name & Location: _____

$ Volume _____ Scope of Work: _____

Owner: _____ Contact: _____ Phone: _____

Architect: _____ Contact: _____ Phone: _____

GC: _____ Contact: _____ Phone:

IOR _____ Contact: _____ Phone: _____

Project Name & Location: _____

$ Volume _____ Scope of Work: _____

Owner: _____ Contact: _____ Phone: _____

Architect: _____ Contact: _____ Phone: _____

GC: _____ Contact: _____ Phone:

IOR _____ Contact: _____ Phone: _____

Project Name & Location: _____

$ Volume _____ Scope of Work: _____

Owner: _____ Contact: _____ Phone: _____

Architect: _____ Contact: _____ Phone: _____

GC: _____ Contact: _____ Phone:

IOR _____ Contact: _____ Phone: _____

COMPLETED RELEVANT PROJECTS LISTING

Project Name & Location: _____

$ Volume _____ Scope of Work: _____

Owner: _____ Contact: _____ Phone: _____

Architect: _____ Contact: _____ Phone: _____

GC: _____ Contact: _____ Phone:

IOR _____ Contact: _____ Phone: _____

Project Name & Location: _____

$ Volume _____ Scope of Work: _____

Owner: _____ Contact: _____ Phone: _____

Architect: _____ Contact: _____ Phone: _____

GC: _____ Contact: _____ Phone:

IOR _____ Contact: _____ Phone: _____

Project Name & Location: _____

$ Volume _____ Scope of Work: _____

Owner: _____ Contact: _____ Phone: _____

Architect: _____ Contact: _____ Phone: _____

GC: _____ Contact: _____ Phone:

IOR _____ Contact: _____ Phone: _____

Project Name & Location: _____

$ Volume _____ Scope of Work: _____

Owner: _____ Contact: _____ Phone: _____

Architect: _____ Contact: _____ Phone: _____

GC: _____ Contact: _____ Phone:

IOR _____ Contact: _____ Phone: _____

Project Name & Location: _____

$ Volume _____ Scope of Work: _____

Owner: _____ Contact: _____ Phone: _____

Architect: _____ Contact: _____ Phone: _____

GC: _____ Contact: _____ Phone:

IOR _____ Contact: _____ Phone: _____

6	Follow-Up on Initial Solicitation	10 Points

Purpose: The Bidder must document efforts to follow-up with all or any subcontractors or businesses initially contacted (Indicator 5) to determine if they are interested in bidding and to answer any questions regarding the project.

Action:

1. Bidder must list **ALL** businesses initially contacted (sent letters) on a telephone log and must call **ALL** of the businesses. It is up to the Bidder to determine how many businesses it will initially contact. However the number of businesses initially contacted shall be sufficient for an adequate outreach effort.

2. The telephone log must include:
   a. The name of each business called;
   b. The telephone number of each business;
   c. The name of the person you spoke to within each business;
   d. The time of each call;
   e. The date of each call;
   f. The result of the conversation (will bid; will not bid, left a message, etc.) with each business; and
   g. List the name of the person(s) from your business who did the calling.

3. Remember, the Bidder must follow-up with **ALL** businesses it sent letters (to in Indicator 5).

Required Documentation:

1. Submit a copy of the telephone log.

Note: Follow-up is to **ALL** businesses initially contacted. For example, if 10 subcontractors per trade were contacted, follow up with all 10 businesses is required.

Turner Purchasing

BIDDERS CALL LIST / OUTREACH / GFE EFFORTS

WEST COUNTY HEALTH CENTER

INDICATOR 6

DECLINED TO BID	PQ RECEIVED	APPROVED	DISAPPROVED	SUBCONTRACTOR	MBE/WBE/ DVBE	LBE / SBE / SLBE	CONTACT	PHONE	EMAIL (actual team members)	Ad Placed in Daily Pacific Builder for PREQUALIFICATION INDICATOR 3,4,7	Ad Placed in the Contra Costa Times for PREQUALIFICATION INDICATOR 3,4,7	Approval Letter sent	Decline Letter sent	Ad Placed in Daily Pacific Builder for Approved Bidders INDICATOR 3,4,7	Ad Placed in the Contra Costa Times for Approved Bidders INDICATOR 3,4,7	COMMENTS / NOTES by Todd Vasko - INDICATOR 6	Who did calling?	Invitation to Bid Sent via Email - INDICATOR 2,5	Initial Phone Calls - INDICATOR 6	2nd Round of Phone calls - INDICATOR 6	Notified about Addendum # 1 via email	Email letter sent regarding INDIATOR 10
				GENERAL REQUIREMENTS																		
	X	X		Turner Group Construction	MBE	SLRBE	Len Turner	510.618.1625	len@turnergrp.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10	02.10.11		02.18.11	02.18.11	12.20 called lm / 12.27 sent email / 02.22.11 lm for Len to call back / 2.24 confirmed w/ Len bidding. / 2.28 spoke with Len and confirmed scope of work document and bid form. Discussed bond issues.... confirmed bidding	T Vasko	01.06.11	02.22.11	02.24.11	02.24.11	02.22.11
	X	X		Corbin Building	MBE-DBE	SLBE	Josef Corbin	510-663-5716	jcorbin@corbinbuilders.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10	02.10.11		02.18.11	02.18.11	12.20 called lm / 12.27 sent email / 02.22 talked to Josef, his concern is the bid bond. He was not aware of this a PQ time and is currently using his bonding capacity on a different project. 2.28.11 discussed bonding again... not sure he can bid.	T Vasko	01.06.11	02.22.11	02.24.11	02.24.11	02.22.11
	X	X		Vila Construction Company		SBE	Rich Vila	510 236-9111	rich@vilaconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10	02.10.11		02.18.11	02.18.11	12.16 called and discussed w/ Rich / 2.22 called & spoke w/ Rich - confirmed bidding / 2.24 called to confirm/ Rich sent an email confirming	T Vasko	01.06.11	02.22.11	02.24.11	02.24.11	02.22.11
	X	X		Roebbelen Construction			Teresa / Robert Kjome	916.939.1132	bobk@roebbelen.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10	02.10.11		02.18.11	02.18.11	12.27.10 emailed / called tcv / 2.22 called and confirmed / 2.24 called and left a message / 2.25 received email confirming bidding	T Vasko	01.06.11	02.22.11	02.24.11	02.24.11	02.22.11
				* Trico Construction (Galleria)	MBE	LBE	Jim Bruschera	415-543-2100	jim@tricoconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.06 lmtcb	T Vasko	01.06.11	01.06.11			
				* RMR Construction			Rob Reinertson	415-647-0884	rob@rmrconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					12.20 called lm / 01.06 lmtcb	T Vasko	01.06.11	01.06.11			
				* Gaines Const	MBE		Vincent Gaines	510.238-9251	vg072003@yahoo.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.05 / 01.05 disconnected number	T Vasko	01.06.11	01.05.11			
				Schembri Construction		SBE/LBE	Charles Schembri	415-656-8900	charles@schembriconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.06.11 lmtcb	T Vasko	01.06.11	01.06.11			
				* Albay Constructions	MBE	SBE	Tom Little	925-228-4402	tlittle@albay.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
				Rogers Bowers Construction			Roger Bowers	925.443.2766	roger@rogerbowersconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.06 spoke w/ Beverly - send email	T Vasko	01.06.11	01.06.11			
				* BBI Construction			Mo Wright	510.786.8200	mwright@bbiconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
				WH Pacific, Inc.		LBE	Eva Gutierrez	510-886-7774	eva@whpacific.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest - Only prequalified for [illegible]	T Vasko	01.06.11	01.07.11			
				* M.R. Christensen Construction			Dick Christensen	925-674-8464	dick@mrchristensenconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
				* Millennium Construction Group			Rick Timmons	925-676-0119	mail@milcongroup.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
				* Peacock Construction, Inc.		LBE	Matt Stretch	9250283-4950	mattstretch@peacockconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
				* Terra Nova Industries Inc.		Lbe	Katie Wilhelm	925-934-6633	katiew@terranovaind.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
				* W.A. Thomas Co Inc.		LBE	James Smith	925-228-8600	jim@wathomas.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
				* N.E. Carlson Construction Inc.		LBE	admin	925-516-0253		12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
				* William G. McCullough		LBE	admin	925-757-3954		12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
				* Sierra Bay Contactors Inc.		LBE	admin	925-83-4401		12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			
X				*Modern Building Company			Gary Thompson	530.867.4533		12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.05.11 spoke w/ Gary - Non union cannot sign PLA	T Vasko	01.06.11	01.07.11			
X				DC Construction	MBE	SBE	Donny Chi	510-536-7068	donny@dcconstruction-inc.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.06.11 lmtcb	T Vasko	01.06.11	01.06.11			
X				Alten Construction Inc		LBE	Cliff Poulton	510-234-4200	bids@altenconstruction.com	12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest/12 Per Karin Romeo de	T Vasko	01.06.11	01.06.11			
X				* Taber Construction, Inc.		LBE		925-682-6133		12.17.10 / 12.23.10/ 12.30.10	12.17.10 / 12.23.10/ 12.30.10					01.07.11 calls made confirming interest	T Vasko	01.06.11	01.07.11			

* these potential trade contractors were contacted by phone only - see log above

ADDED

Summary

1. TOTAL ~~GCs TRADE~~ = 23, TRADE CONTRACTORS NOTIFIED. SHOWN ABOVE.
2. FOUR BIDDERS CONTACTED BY EMAIL ON 01/06/11. SEE ATTACHED
3. FOUR BIDDERS SENT P.Q. FORM SUBSEQUENTLY. SEE ATTACHED.
4. 15 BIDDERS CONTACTED BY PHONE NOTIFYING THEM OF BIDS AS AND TO SEE IF THEY ARE INTERESTED. (SEE ABOVE WITH ASTERICKS.)

PRE-QUAL + BID AS (QUALIFIED)

PRE-QUAL

Vasko, Todd - (OAK)

From: Vasko, Todd - (OAK)
Sent: Thursday, January 06, 2011 2:11 PM
To: 'donny@dcconstructioninc.com'; 'jim@tricoconstruction.com'; 'Charles@schembriconstruction.com'; 'roger@rogerbowersconstruction.com'; 'jscheele@largoconcrete.com'; 'ted@landavazoconcrete.com'; 'johng@galletti-sons.com'; 'icconcrete@aol.com'; 'dylan@olsonsteel.com'; 'tomo@herricksteel.com'; 'tonyp@gmcx.com'; 'brett.manning@schuff.com'; 'chrisk@smesteel.com'; 'cmatthews@leeiw.com'; 'glazier@glazierironworks.com'; 'blake@cetoland.com'; 'tsmith@accoes.com'; 'k.atteberry@marelich.com'; 'kterwilliger@broadwaymechanical.com'; 'ericsorensen@rlhellwig.com'; 'greg.boyle@jci.com'; 'scollins@kentlimco.com'; 'mpence@canorth.com'; 'marlo@airesm.com'; 'imclaren@southlandind.com'; 'sgustafson@cmihvac.com'; 'will@fwspencersoninc.com'; 'kparrette@therma.com'; 'paul_aggarwal@cei.com'; 'garmstrong@rcelectric.com'; 'dwise@sprigelectric.com'; 'jgoetz@morrow-meadows.com'; 'daryld@pagcos.com'; 'mike.curran@teamredtop.com'; 'ericsorensen@rlhellwig.com'; 'kterwilliger@broadwaymechanical.com'; 'tsmith@accoes.com'; 'k.atteberry@marelich.com'; 'imclaren@southlandind.com'; 'kparrette@therma.com'; 'will@fwspencersoninc.com'; 'scollins@kentlimco.com'; 'Andy@ljkruse.com'; 'janette@pribuss.com'; 'stakahashi@lescurecompany.com'; 'rkelly@jwmcclenahanco.com'; 'elhickey@wlhs.com'; 'suejon@rountreeinc.com'; 'brown3plumbing@sbcglobal.net'; 'asimon@westernallied.com'; 'ccomackplumbing@scbglobal.net'; 'm.fisher@ayoobpeery.com'; 'amoston@alliedfire.com'; 'ddebrito@coscofire.com'; 'pjhulin@superior-fire.com'; 'tom@dfp4fire.com'; 'dfulton@rlhfp.com'; 'jsexton@nsfire.com'; 'JJoyceJr@GeoMRobinson.com'; 'charlie@transbayfire.com'; 'chris@walshon.com'; 'John.Miller@kone.com'; 'bill.gilfillan@meus.mea.com'; 'Dean.Carson@otis.com'; 'Christopher.Kearney@us.schindler.com'
Cc: Thiel, Jeff - (OAK); Heredia, Patty G - (OAK); Vasko, Todd - (OAK)
Subject: FW: New West County Health Center Prequalification
Attachments: WCHC PREQUAL FORM 121010.pdf

Potential bidders:

We are in the process of prequalifying subcontractors for bidding purposes on the New West County Health Center.

If you are receiving this email then we feel you are potentially qualified for one of these trades.

General Requirements
Structural Steel
Concrete
Mechanical
Electrical
Plumbing
Fire Protection
Elevators

This is a public works project and Turner is the Construction Manager for the owner. All trade contractors must prequalify in order to be eligible for bidding.

The West County Health Center is to be a new 2 story, 50,000 sq. ft. facility, located on the campus of the Doctors Medical
Center in San Pablo, California. The WCHC is to be an outpatient facility and shall include spaces for exam and

treatment rooms, medical records, nurse's stations, doctor work areas, patient registration, and ancillary services. It
will also include a 3 story parking structure with full site development and landscaping.

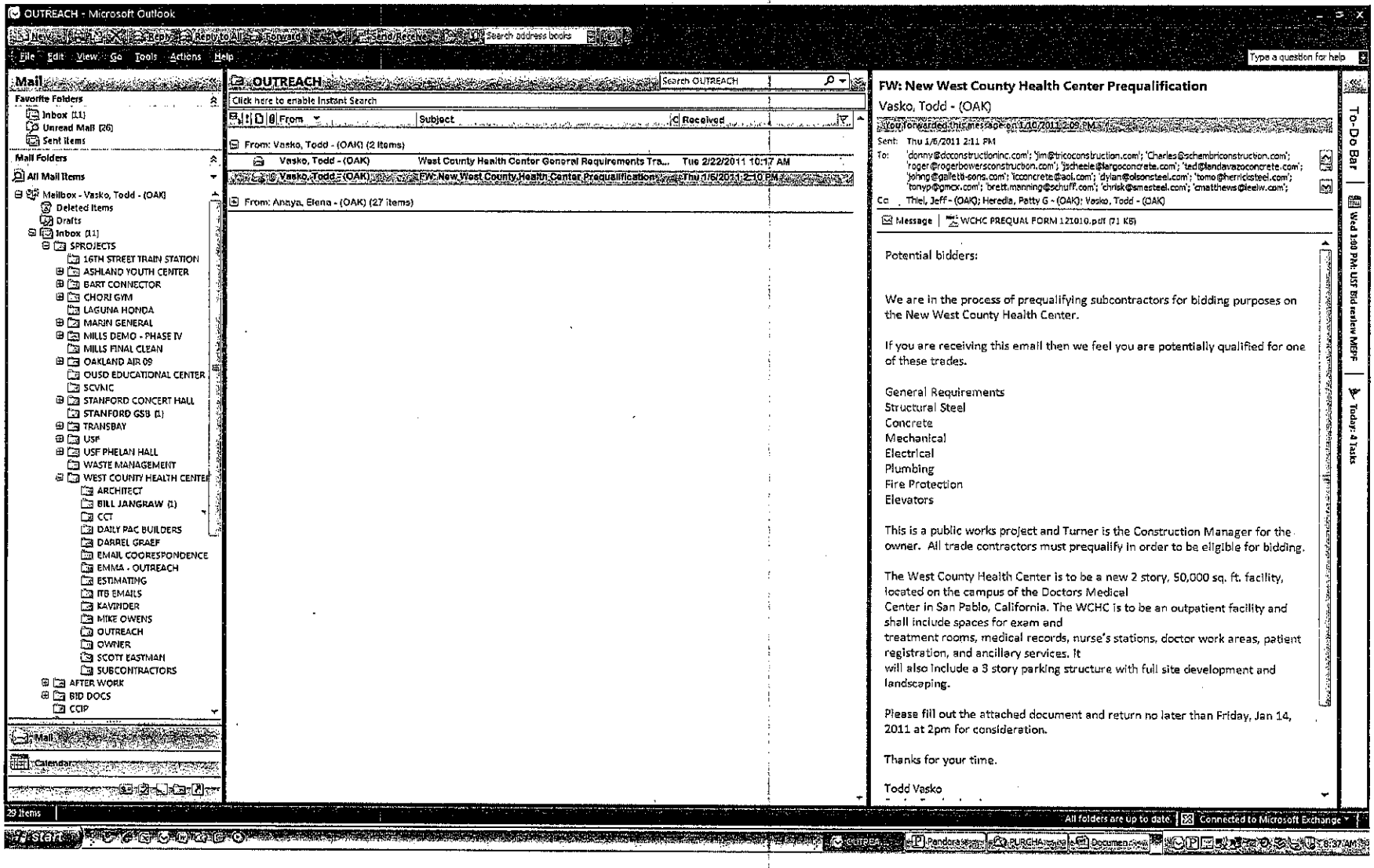
Please fill out the attached document and return no later than Friday, Jan 14, 2011 at 2pm for consideration.

Thanks for your time.

Todd Vasko
Senior Purchasing Agent

Turner *Building the Future*
1111 Broadway, Suite 2100 Oakland, CA 94607
510.267.8239 direct

"SENT" CONFIRMATION



PRE-QUAL

Heredia, Patty G - (OAK)

From: Karin Romeo [kromeo@altenconstruction.com]
Sent: Tuesday, January 11, 2011 5:28 PM
To: Heredia, Patty G - (OAK)
Subject: RE: New West County Health Center Prequalification

Thank you. Per Bob Alten, we will not be submitting a prequal for this project.
Thank you very much!

Karin M. Romeo
Bid Coordinator
Alten Construction, Inc.
Phone (510) 234-4200 x 26
Fax (510) 234-4402
kromeo@altenconstruction.com
www.altenconstruction.com

From: Heredia, Patty G - (OAK) [mailto:pheredia@tcco.com]
Sent: Friday, January 07, 2011 2:47 PM
To: Vasko, Todd - (OAK)
Subject: New West County Health Center Prequalification
Importance: High

Potential bidders:

We are in the process of prequalifying subcontractors for bidding purposes on the New West County Health Center.

If you are receiving this email then we feel you are potentially qualified for one of these trades.

General Requirements
Structural Steel
Concrete
Mechanical
Electrical
Plumbing
Fire Protection
Elevators

This is a public works project and Turner is the Construction Manager for the owner. All trade contractors must prequalify in order to be eligible for bidding.

The West County Health Center is to be a new 2 story, 50,000 sq. ft. facility, located on the campus of the Doctors Medical
Center in San Pablo, California. The WCHC is to be an outpatient facility and shall include spaces for exam and treatment rooms, medical records, nurse's stations, doctor work areas, patient registration, and ancillary services. It
will also include a 3 story parking structure with full site development and landscaping.

Please fill out the attached document and return no later than Friday, Jan 14, 2011 at 2pm for consideration.

Thanks for your time.

Todd Vasko
Senior Purchasing Agent

Turner *Building the Future*
1111 Broadway, Suite 2100 Oakland, CA 94607
510.267.8239 direct

PRE-QUAL

Vasko, Todd - (OAK)

From: Josef P Corbin [jcorbin@corbinbuilding.com]
Sent: Wednesday, January 05, 2011 2:24 PM
To: Vasko, Todd - (OAK)
Subject: RE: New West County Health Center
Attachments: West County Health Center PQ.tif

Todd,

Please find the prequalification Application. Let me know if you have any questions or concerns.

Thanks

Josef P. Corbin
President & CEO
Corbin Building, Inc.
2345 Park Blvd.
Oakalnd, CA 94606

510.663.5716 (V)
510.663.5718 (F)

From: Vasko, Todd - (OAK) [mailto:tvasko@tcco.com]
Sent: Wednesday, January 05, 2011 9:37 AM
To: jcorbin@corbinbuilding.com
Subject: FW: New West County Health Center

Joe,

The attached is a link for a Prequalification for the New West County Health Center Project.
We are prequalifying the General Requirements package.... Follow the link in the ad to download the PQ.

The only problem is that they are due today.

get this over to me as soon as you can..... I don't need your financials as we already have them but you need to fill out the rest... please.

Thanks – sorry for the short notice but I haven't been able to get to everyone....

Todd Vasko
Senior Purchasing Agent

Turner Building the Future
1111 Broadway, Suite 2100 Oakland, CA 94607
510.267.8239 direct

PRE-QUAL

Vasko, Todd - (OAK)

From: Vasko, Todd - (OAK)
Sent: Wednesday, January 05, 2011 3:02 PM
To: 'Josef P Corbin'
Subject: RE: New West County Health Center

Got it .. thx

From: Josef P Corbin [mailto:jcorbin@corbinbuilding.com]
Sent: Wednesday, January 05, 2011 2:53 PM
To: Vasko, Todd - (OAK)
Subject: RE: New West County Health Center

Don't know what happened but let me know on this one

Josef

From: Vasko, Todd - (OAK) [mailto:tvasko@tcco.com]
Sent: Wednesday, January 05, 2011 2:51 PM
To: Josef P Corbin
Subject: RE: New West County Health Center

Josef,

It didn't come thru....

From: Josef P Corbin [mailto:jcorbin@corbinbuilding.com]
Sent: Wednesday, January 05, 2011 2:24 PM
To: Vasko, Todd - (OAK)
Subject: RE: New West County Health Center

Todd,

Please find the prequalification Application. Let me know if you have any questions or concerns.

Thanks

Josef P. Corbin
President & CEO
Corbin Building, Inc.
2345 Park Blvd.
Oakalnd, CA 94606

510.663.5716 (V)
510.663.5718 (F)

From: Vasko, Todd - (OAK) [mailto:tvasko@tcco.com]
Sent: Wednesday, January 05, 2011 9:37 AM

To: jcorbin@corbinbuilding.com
Subject: FW: New West County Health Center

Joe,

The attached is a link for a Prequalification for the New West County Health Center Project.
We are prequalifying the General Requirements package.... Follow the link in the ad to download the PQ.

The only problem is that they are due today.

get this over to me as soon as you can..... I don't need your financials as we already have them but you need to fill out the rest... please.

Thanks – sorry for the short notice but I haven't been able to get to everyone....

Todd Vasko
Senior Purchasing Agent

Turner *Building the Future*
1111 Broadway, Suite 2100 Oakland, CA 94607
510.267.8239 direct

Vasko, Todd - (OAK)

From: Vasko, Todd - (OAK)
Sent: Thursday, December 23, 2010 10:41 AM
To: 'Bryan Dissman'
Cc: Carl Overaa
Subject: RE: New West County Health Center Parking Structure
Attachments: turner.pdf

Bryan,

Here you go... there is a link to the PQ on the attachment.

It is basically a two story steel building with a 3 story concrete parking structure and site work.

Thanks

Todd Vasko

Senior Purchasing Agent

Turner Building the Future
1625 Clay Street | Oakland CA, 94612
510.267.8239 direct

Our new address, effective Monday, December 20, 2010:
Turner Construction Company
1111 Broadway, Suite 2100 | | Oakland, CA 94607

VERBALLY INDICATED THAT THEY WERE INTERESTED IN C.R.S, BUT CHANGED MINDS.

From: Bryan Dissman [mailto:bryand@overaa.com]
Sent: Thursday, December 23, 2010 10:21 AM
To: Vasko, Todd - (OAK)
Cc: Carl Overaa
Subject: New West County Health Center Parking Structure

Todd:

We are interested in pre-qualifying for Bid Package 3.3 – Concrete / Rebar for this project. We understand Turner Construction is the CM on this project. Is there information available for the scope of work on this project? Is there a project summary that can be forwarded?
Thank you for your help in understanding the project.

OVERAA
Bryan Dissman | Estimator | bryand@overaa.com
Overaa & Co. | 200 Parr Boulevard| Richmond| CA| 94801
Phone: **510-234-0926** | Fax: 510-237-2435| www.overaa.com

Please consider the environment before printing this e-mail.

The content of this e-mail and its attachments are intended solely for the use of the individual or entity to whom it is addressed, and may contain confidential or privileged information. If you have received this communication in error, be aware that forwarding it, copying it, or in any way disclosing its content to any other person, is strictly prohibited. If you have received this communication in error, please notify the author by replying to this e-mail immediately.

PRE-QUAL

Vasko, Todd - (OAK)

From: Vasko, Todd - (OAK)
Sent: Thursday, December 23, 2010 10:05 AM
To: 'Theresa Johnson'
Subject: RE: New West county Health Center Prequalification Package
Attachments: turner.pdf

Please follow the link posted here in the ad.

Right now we are only accepting PQ's for the packages stated. The other packages will follow.

Thanks for the interest.

Todd Vasko
Senior Purchasing Agent

Turner Building the Future
1625 Clay Street | Oakland CA, 94612
510.267.8239 direct

Our new address, effective Monday, December 20, 2010:
Turner Construction Company
1111 Broadway, Suite 2100 | | Oakland, CA 94607

From: Theresa Johnson [mailto:TheresaJ@roebbelen.com]
Sent: Thursday, December 23, 2010 10:01 AM
To: Vasko, Todd - (OAK)
Subject: New West county Health Center Prequalification Package

Roebbelen is interested in submitting a prequalification for the following trades:

BP 3.3 – Concrete / Rebar

9 other listed bid pakages (Miscellaneous Trades??)

BP 1.0 General Requirements - we will need also.

Can you tell me where I can get the information? Electronically via e-mail? Or maybe on line somewhere? Please advise. Thank you!

Theresa Johnson

Roebbelen

)41 Hawks Flight Court

El Dorado Hills, CA 95762

916-939-1132

theresaj@roebbelen.com

Pre-Qual

Vasko, Todd - (OAK)

From: Theresa Johnson [TheresaJ@roebbelen.com]
Sent: Thursday, December 23, 2010 10:26 AM
To: Vasko, Todd - (OAK)
Subject: RE: New West county Health Center Prequalification Package

Thank you!

-----Original Message-----
From: Vasko, Todd - (OAK) [mailto:tvasko@tcco.com]
Sent: Thursday, December 23, 2010 10:05 AM
To: Theresa Johnson
Subject: RE: New West county Health Center Prequalification Package

Please follow the link posted here in the ad.

Right now we are only accepting PQ's for the packages stated. The other packages will follow.

Thanks for the interest.

Todd Vasko
Senior Purchasing Agent

cid:3375269186_1962708Building the Future
1625 Clay Street 1 Oakland CA, 94612
510.267.8239 direct

Our new address, effective Monday, December 20, 2010:
Turner Construction Company
1111 Broadway, Suite 2100 1 1 Oakland, CA 94607

From: Theresa Johnson [mailto:TheresaJ@roebbelen.com]
Sent: Thursday, December 23, 2010 10:01 AM
To: Vasko, Todd - (OAK)
Subject: New West county Health Center Prequalification Package

Roebbelen is interested in submitting a prequalification for the following trades:

? 3.3 - Concrete / Rebar

9 other listed bid pakages (Miscellaneous Trades??)

BP 1.0 General Requirements - we will need also.

Can you tell me where I can get the information? Electronically via e-mail? Or maybe on line somewhere? Please advise. Thank you!

Theresa Johnson

Roebbelen

1241 Hawks Flight Court

El Dorado Hills, CA 95762

916-939-1132

theresaj@roebbelen.com <mailto:theresaj@roebbelen.com>

PRS-QUAL

Vasko, Todd - (OAK)

From: Vasko, Todd - (OAK)
Sent: Wednesday, January 05, 2011 9:33 AM
To: 'lenturner1@earthlink.net'
Subject: FW: New West County Health Center
Attachments: turner.pdf

Len,

Here is the PQ ad..... there is a link on the add... follow it and download PQ.
Get it into me as soon as you can

Thanks

Todd Vasko
Senior Purchasing Agent

Turner *Building the Future*
1111 Broadway, Suite 2100 Oakland, CA 94607
510.267.8239 direct

Pre-Qual

Vasko, Todd - (OAK)

From: D Turner [dsturner117@gmail.com]
Sent: Friday, January 07, 2011 4:46 PM
To: Vasko, Todd - (OAK)
Subject: Fwd: FW: New West County Health Center
Attachments: PreQual Turner 1-5-11.pdf

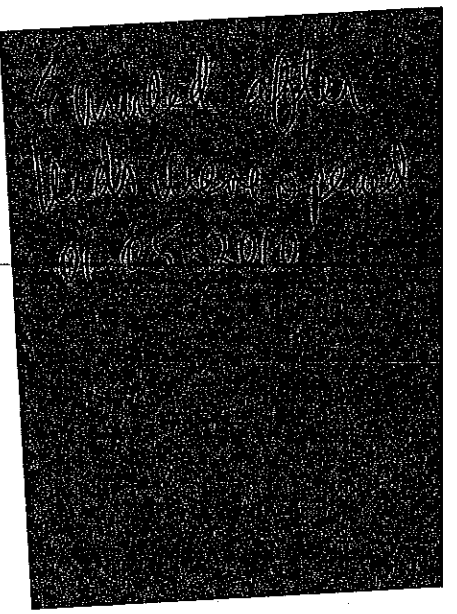
Hi Todd,

I've attached Turner Construction Pre-qual that you requested of Turner Group Construction to complete. If you have any questions please call or reply to this email.

Thanks

Dominique Turner

-----Forwarded Message-----
From: "Vasko, Todd - (OAK)"
Sent: Jan 5, 2011 9:33 AM
To: "lenturner1@earthlink.net"
Subject: FW: New West County Health Center



Len,

Here is the PQ ad..... there is a link on the add... follow it and download PQ.

Get it into me as soon as you can

Thanks

Todd Vasko

Senior Purchasing Agent

Building the Future

1111 Broadway, Suite 2100 Oakland, CA 94607

510.267.8239 direct

Len Turner

(510) 618-1625 office
(510) 618-1627 Fax
(510) 719-4087 Cell
lenturner1@earthlink.net
www.turnergroupconstruction.com
www.greaternewbeginnings.org

--
Dominique Turner
Turner Group Construction
1625 Filbert St.
Oakland, CA 94607
(510) 835-0400 Office
(510) 835-0444 Fax
(510) 809-6211 Mobile
dturner@turnergroupconstruction.com

PRE-QUAL

Heredia, Patty G - (OAK)

From: Peggy Clemes [paclemes@vilaconstruction.com]
Sent: Monday, November 29, 2010 2:30 PM
To: Heredia, Patty G - (OAK)
Subject: New West County Health Center Project-Prequalification Statement
Attachments: West Co Health Center.pdf

Patty:

Per your request to Rich Vila, attached please find a scanned copy of our Prequalification Statement for the New West Co. Health Center. Please let me know if you have any questions.

Thank you,

Peggy

Peggy A. Clemes
VILA CONSTRUCTION CO.
Office Manager
(510)236-9111
(510)236-4979 fax
(510)715-0869 cell
paclemes@vilaconstruction.com

PRE-QUAL NOTIFICATIONS INDICATOR 5

Vasko, Todd - (OAK)

From: Vasko, Todd - (OAK)
Sent: Thursday, February 17, 2011 2:17 PM
To: 'lenturner1@earthlink.net'; 'Josef P Corbin'; 'rich@vilaconstruction.com'; 'bobk@roebbelen.com'
Cc: Owens, Michael D - (SJO); Vasko, Todd - (OAK); Graef, Darrel - (SAC)
Subject: West County Health Center General Requirements Package
Attachments: WCHC Ad for Bidding Package 1C GR's 02 09 11 - Final.pdf

Bidders,

This email is to inform you that you have all been Prequalified to bid on the General **Requirements Package 1C for the New West County Health Center**. You will be receiving confirming letters in the mail, today or tomorrow.

Bidding documents for the **General Requirements package** are now available.

Turner has set up a website on box.net for access to the specifications and scope of work documents. (there are basically no plans for this trade package). The file for your package is called WCHC ORIGINAL BID DOCUMENTS- TRADE PACKAGE 1C, GENERAL REQUIREMENTS.

Within the Bid Documents are all of the required documents for bidding, including bid form, bond forms, scopes of work etc. Please read carefully. There are a lot of required documents to be turned in at bid time.

Your bid date is Tuesday, March 08, 2010 – 2pm.
Please deliver sealed bids to:

Director of General Services, Capital Projects Management Division Office
2530 Arnold Dr. Suite 300
Martinez, CA 94553

All RFI's are due no later than **Tuesday March 01** in writing – preferably by email, to me. Phone questions will not be answered.

For access to the plans and specs (and ultimately the Bid Documents) please follow this link to our box net site.
https://turnernorcal.box.net/shared/rre68sd9ap
You will be asked to supply a user name and password. Create your own. It can be anything you create. Should there be problems accessing, please send me an email.

All bidders are encouraged to seek MBE/WBE/OBE/SBE/LBE/DVBE business participation on any Second Tier subcontractors, material suppliers, trucking company and vendors.
The attachment is a copy of the Advertisement that was placed in the local paper and Daily Pacific Builder. This is basically to inform you and your potential subcontractors of the forthcoming work.

If you have any questions, comments or concerns, please send me an email and I will get back to you.

If you are not the correct person in your office receiving this email, please forward to the correct department or person.

Also, if you decide that you are not going to bid the work for any reason, please inform me as soon as possible. We asked over 30 General Contractors specifically and only four of you submitted prequals, so there is not room for error.

Thanks for your time and good luck.

Todd Vasko
Senior Purchasing Agent

Turner Building the Future
1111 Broadway, Suite 2100 Oakland, CA 94607
510.267.8239 direct

B10

Vasko, Todd - (OAK)

From: Vasko, Todd - (OAK)
Sent: Tuesday, February 22, 2011 10:17 AM
To: 'len@turnergrp.com'; 'jcorbin@corbinbuilders.com'; 'rich@vilaconstruction.com'; 'bobk@roebbelen.com'
Cc: Vasko, Todd - (OAK); Owens, Michael D - (SJO)
Subject: West County Health Center General Requirements Trade Package 1C

Attn: Pre-Approved Bidders

It is our policy to provide assistance, when possible, in obtaining bonds, lines of credit and/or insurance. Should you require this assistance, please contact Todd Vasko at 510-267-8239 or by email to tvasko@tcco.com.

Please confirm receipt of this email.

Thank you.

Todd Vasko
Senior Purchasing Agent

Turner *Building the Future*
11 Broadway, Suite 2100 Oakland, CA 94607
510.267.8239 direct

Please consider the environment before printing this email.

Tracking:

Recipient	Delivery	Read
'len@turnergrp.com'		
'jcorbin@corbinbuilders.com'		
'rich@vilaconstruction.com'		
'bobk@roebbelen.com'		
Vasko, Todd - (OAK)	Delivered: 2/22/2011 10:17 AM	Read: 2/22/2011 11:09 AM
Owens, Michael D - (SJO)	Delivered: 2/22/2011 10:17 AM	Read: 2/22/2011 10:33 AM

B10

Vasko, Todd - (OAK)

From: Vasko, Todd - (OAK)
Sent: Thursday, February 24, 2011 1:04 PM
To: 'len@turnergrp.com'; 'jcorbin@corbinbuilders.com'; 'rich@vilaconstruction.com'; 'bobk@roebbelen.com'
Cc: Owens, Michael D - (SJO); Graef, Darrel - (SAC)
Subject: West County Health Center General Requirements Package Addendum
Attachments: Addendum1 1C R.pdf

Bidders,

Please be advised that the owner has issued Addendum No. 1 for this Trade Package
It has been uploaded to the box.net site for your review.

Or see attached.

Please be sure to use this new bid form when submitted bid.

Thanks

Todd Vasko
Senior Purchasing Agent

Turner *Building the Future*
1111 Broadway, Suite 2100 Oakland, CA 94607
510.267.8239 direct

WRITTEN NOTICE/ADDENDUM TO PRE-QUAL'd BIDDERS.

Owens, Michael D - (SJO)

From: Vasko, Todd - (OAK)
Sent: Thursday, February 24, 2011 1:04 PM
To: len@turnergrp.com; jcorbin@corbinbuilders.com; rich@vilaconstruction.com; bobk@roebbelen.com
Cc: Owens, Michael D - (SJO); Graef, Darrel - (SAC)
Subject: West County Health Center General Requirements Package Addendum
Attachments: Addendum1 1C R.pdf

Bidders,

Please be advised that the owner has issued Addendum No. 1 for this Trade Package
It has been uploaded to the box.net site for your review.

Or see attached.

Please be sure to use this new bid form when submitted bid.

Thanks

Todd Vasko
Senior Purchasing Agent

Turner *Building the Future*
1 Broadway, Suite 2100 Oakland, CA 94607
510.267.8239 direct

ADDENDUM NO. 1

TO: Prospective Bidders

FROM: Contra Costa County General Services Department (GSD)
Capital Projects Management Division
2530 Arnold Drive, Suite 300
Martinez, CA 94553-4359
(925) 313-7200

PROJECT: **NEW WEST COUNTY HEALTH CENTER, 13601 SAN PABLO AVENUE, SAN PABLO, CALIFORNIA – TRADE PACKAGE "1C"**
Budget Line Item No. 4419-4554
Authorization No. 0928-WH554B

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

Note: It is incumbent upon the Trade Contractor to notify his subcontractors and/or material suppliers of the changes below in the Contract Documents.

REVISIONS TO PROJECT SPECIFICATIONS:

Item AD 1-1: Division C. Proposal (Bid Form)
Replace the existing Division C. Proposal (Bid Form), pages C-1 thru C-6, with the attached revised Division C. Proposal (Bid Form). Bidders shall use this form to submit their bids.

ATTACHMENTS:
Revised Division C. Proposal (Bid Form), Pages C-1 through C-6

END OF ADDENDUM NO. 1

RK: al

(Bidder)

DIVISION C. **PROPOSAL (BID FORM)**

Bid Proposals shall be sealed and shall be submitted in the Capital Projects Management Division Office, 2530 Arnold Drive, Suite 300, Martinez, CA 94553-4359, on or before the **8th day of March 2011, at 2:00pm.**

(1) TO THE DIRECTOR OF GENERAL SERVICES, GENERAL SERVICES DEPARTMENT:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

NEW WEST COUNTY HEALTH CENTER, 13601 SAN PABLO AVENUE, SAN PABLO, FOR THE HEALTH SERVICES DEPARTMENT, CONTRA COSTA COUNTY - TRADE PACKAGE "1C"

Budget Line Item No. 6971-4554
Authorization No. 0927-WH554B

in strict conformity with the Drawings, Specifications, and other contract documents on file at the Capital Projects Management Division, 2530 Arnold Drive, Suite 300, Martinez, CA 94553-4359, for the following sums; namely:

BASE BID TRADE PACKAGE "1C" (general requirements, etc., including bid bond, taxes, and insurance costs):

a. For the lump sum of (mark-up for services):

_____ Dollars $_____
In Words In Figures

b. Cost of General Requirement Services (anticipated):

Six Hundred And Fifty Thousand Dollars $ 650,000
In Words In Figures

c. Cost of Payment and Performance Bonds:

_____ Dollars $_____
In Words In Figures

Total for Base Bid Trade Package "1C" (total of a + b + c):

_____ **Dollars $**_____
In Words **In Figures**

The lowest bid will be determined as follows:

The lowest bid is the lowest total of the lump sum of mark-up for services plus costs of General Requirements anticipated, plus cost of Payment and Performance bonds.

(2) The bond costs quoted on this bid form are subject to verification by submission of a copy of the actual invoice from the surety upon request by the County. This bond rate will be applicable to any change orders.

(3) It is understood that this bid is based upon completion of the work (Certificate of Occupancy) by June 27, 2012 - *this is for the total duration of the project. For preliminary durations of each trade activity, refer to Division G, Attachment #5, Master Project Schedule. For schedule performance requirements for Trade Contractors refer to Division G, Attachment #4.*

(4) It is understood, with due allowances made for unavoidable delays, that if the trade contractor should fail to complete the work of the contract within the stipulated time, then, he shall be liable to the Public Agency in the amount ***up to* $4,000.00 per calendar day** for each day said work remains uncompleted beyond the time for completion, as and for liquidated damages and not as a penalty; it being agreed and expressly stipulated that it would be impractical and difficult to fix the actual amount of damage.

(5) The undersigned has examined the location of the proposed work and is familiar with the Drawings, Specifications and other contract documents and the local conditions at the place where the work is to be done.

(6) The undersigned has checked carefully all of the above figures and understands that the Board of Supervisors will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

(7) The undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

(8) Attachments are: **(BIDDERS: Please ensure the following attachments are included in your proposal.)**

a) List of Subcontractors
b) Noncollusion Affidavit form
c) Bid Security as required in the Notice to Contractors
____Cash ____Bidder's Bond _____Cashier's Check _____Certified Check

d) *Letter of Intent to Perform As A Trade Contractor/Supplier/Manufacturer/Trucker (This form is to be submitted within three (3) working days after bid opening, if selected as the low bidder. A sample form is attached at the end of this section, Page C-6).*

(9) Addendum # _____ dated _____
Addendum # _____ dated _____
Addendum # _____ dated _____

(10) Firm_____

By _____ ⇦ **Please be sure to sign.**
Print Name Signature

Title_____

Address_____

Phone:_____ Fax: _____

Federal Tax Payers I.D. or Social Security No. _____

Dated this _____ day of _____, 2011.

(11) Licensed in accordance with an act providing for the registration of Contractors: Classification and License No._____, Expiration Date _____.

(12) Representations made herein are made under penalty of perjury.

(13) Please refer to Division B, Section 8. Any alterations to this Bid Form (other than providing the required information), additions not called for, etc., may be grounds for rejection of your proposal.

***** PLEASE BE SURE TO FILL-OUT AND INCLUDE PAGES C-1 THRU C-5 AND INCLUDE THE ATTACHMENTS NOTED IN SECTION (8) ABOVE WHEN SUBMITTING YOUR BID*****

(Name of Prime Contractor)

LIST OF SUBCONTRACTORS – if none, write "none" below and include this form with your bid. Subsequent listing of subcontractor form will be required as general requirements work is procured.

(As required by Division B, Section 4, Paragraph (c). Substitution of listed subcontractors: See Division F, Section 6, Paragraph E.)

Business Name	Address	Items or Portions of Work

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly, or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: _____

Signed: _____

NOTE: THIS FORM MUST BE NOTARIZED

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
) ss.
County of _____)

On the date written below, before me, the undersigned Notary Public, personally appeared the person(s) signing above for Contractor, personally known to me (or 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.

WITNESS my hand and official seal.

Dated: _____

[NOTARIAL SEAL]

_____
Notary Public

THIS FORM TO BE SUBMITTED WITHIN THREE (3) WORKING DAYS AFTER BID OPENING
IF SELECTED AS LOW BIDDER

Contra Costa County
OUTREACH PROGRAM
Affirmative Action Office
651 Pine Street, Martinez, CA 94553
(925) 335-1045 Fax (925) 646-1353

LETTER OF INTENT TO PERFORM AS A
TRADE CONTRACTOR/SUPPLIER/MANUFACTURER /TRUCKER

_____
Name of Trade Contractor

_____
Name of Project

_____
Project Number

The undersigned is a (check one):

___ Sole proprietorship ___ Corporation ___ Limited Liability

___ Partnership ___ Joint Venture

Check the which may apply.

MBE	WBE	SBE	LBE
___ Trade Contractor	___ Trade Contractor	___ Trade Contractor	___ Trade Contractor
___ Supplier	___ Supplier	___ Supplier	___ Supplier
___ Manufacturer	___ Manufacturer	___ Manufacturer	___ Manufacturer
___ Trucker	___ Trucker	___ Trucker	___ Trucker
___ Other _____	___ Other_____	___ Other_____	___ Other_____

___ None of the Above Apply

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail the particular work items or parts thereof to be performed):

_____

_____

_____

Total Amount Bid: $_____

_____
Signature Position Title Date

_____
Name of Person Completing this Form

_____
Company Name Phone Number

_____
Fax Number

B#D

Vasko, Todd - (OAK)

From: Bob Kjome [BobK@roebbelen.com]
Sent: Tuesday, February 22, 2011 11:20 AM
To: Vasko, Todd - (OAK)
Subject: RE: West County Health Center General Requirements Trade Package 1C

Todd - Thanks for the information. We received this email.

Bob Kjome
Vice President

1241 Hawks Flight Court
El Dorado Hills, CA 95762
916-939-1149
916-939-4028 fax
bobk@roebbelen.com
www.roebbelen.com
Proud member of the Sacramento Builder's Exchange

Bob's FTP site for uploading files: http://dropbox.yousendit.com/BobKjome423751

From: Vasko, Todd - (OAK) [mailto:tvasko@tcco.com]
Sent: Tuesday, February 22, 2011 10:17 AM
To: len@turnergrp.com; jcorbin@corbinbuilders.com; rich@vilaconstruction.com; Bob Kjome
Cc: Vasko, Todd - (OAK); Owens, Michael D - (SJO)
Subject: West County Health Center General Requirements Trade Package 1C

Attn: Pre-Approved Bidders

It is our policy to provide assistance, when possible, in obtaining bonds, lines of credit and/or insurance. Should you require this assistance, please contact Todd Vasko at 510-267-8239 or by email to tvasko@tcco.com.

Please confirm receipt of this email.

Thank you.

Todd Vasko
Senior Purchasing Agent

Turner Building the Future
1111 Broadway, Suite 2100 Oakland, CA 94607

510.267.8239 direct

Please consider the environment before printing this email.

BID

Vasko, Todd - (OAK)

From: Bob Kjome [BobK@roebbelen.com]
To: Vasko, Todd - (OAK)
Sent: Tuesday, February 22, 2011 11:20 AM
Subject: Read: West County Health Center General Requirements Trade Package 1C

Your message was read on Tuesday, February 22, 2011 1:19:39 PM (GMT-06:00) Central Time (US & Canada).

BID

Vasko, Todd - (OAK)

From: rich@vilaconstruction.com
Sent: Tuesday, February 22, 2011 10:13 AM
To: Vasko, Todd - (OAK)
Subject: Delivered: West County Health Center General Requirements Trade Package 1C
Attachments: ATT00001

Your message was delivered to the recipient.

B.10

Vasko, Todd - (OAK)

From: Microsoft Exchange
To: rich@vilaconstruction.com
Sent: Tuesday, February 22, 2011 10:17 AM
Subject: Relayed: West County Health Center General Requirements Trade Package 1C

Delivery to these recipients or distribution lists is complete, but delivery notification was not sent by the destination:

rich@vilaconstruction.com

Subject: West County Health Center General Requirements Trade Package 1C

Sent by Microsoft Exchange Server 2007

BID

Vasko, Todd - (OAK)

From: Rich Vila [rich@vilaconstruction.com]
Sent: Tuesday, February 22, 2011 4:02 PM
To: Vasko, Todd - (OAK)
Subject: RE: West County Health Center General Requirements Trade Package 1C

We have received this email, and Vila will be providing a proposal for Trade Package "1C General Requirements".

From: Vasko, Todd - (OAK) [mailto:tvasko@tcco.com]
Sent: Tuesday, February 22, 2011 10:17 AM
To: len@turnergrp.com; jcorbin@corbinbuilders.com; rich@vilaconstruction.com; bobk@roebbelen.com
Cc: Vasko, Todd - (OAK); Owens, Michael D - (SJO)
Subject: West County Health Center General Requirements Trade Package 1C

Attn: Pre-Approved Bidders

It is our policy to provide assistance, when possible, in obtaining bonds, lines of credit and/or insurance. Should you require this assistance, please contact Todd Vasko at 510-267-8239 or by email to tvasko@tcco.com.

Please confirm receipt of this email.

Thank you.

Todd Vasko
Senior Purchasing Agent

Turner *Building the Future*
1111 Broadway, Suite 2100 Oakland, CA 94607
510.267.8239 direct

Please consider the environment before printing this email.

7	Plans, Specifications And Requirements	5 Points

Purpose: The bidder has provided interested sub-contractors, suppliers, manufacturers and/or truckers with information about the plans, specifications, and requirements for the project.

Action:

1. Refer to Indicator 4, Advertisement to satisfy this Indicator. Bidder will make the plans, specifications, and other project requirements available to interested subcontractors, suppliers, manufacturers, and/or truckers; or

2. Refer to Indicator 5, Written Notice, to satisfy this Indicator. Bidder will make the plans, specifications, and other project requirements available to interested subcontractors, suppliers, manufacturers, and/or truckers.

Required Documentation:

1. Submit a copy of the Advertisement (Indicator 4) and/or Written Notice (Indicator 5) to subcontractors, suppliers, manufacturers, and/or truckers.

Bid #3

Turner

Notification of Bids for Trade Package 1C Only

Turner Construction Company, representing Contra Costa County as their Construction Manager invites 2nd tier subcontractors, material suppliers, and vendors to inquire about subtier work from the prequalified bidders for the project noted below.
Bidders are encouraged to seek MBE/WBE/OBE/SBE/LBE/DVBE business participation.

Project: New West County Health Center, Parking Structure and Associated Sitework, San Pablo, CA

Approximate Value: $29,000,000
Owner: Contra Costa County

This project includes a 2 story, 53,000 square foot health clinic, a 3 level parking structure, and associated site work.

We are currently seeking bids from the following trades:
Trade Package 1C – General Requirements – Approximate value of Not-To-Exceed contract is $720,000. See special bidding instructions.

Approved Pre-Qualified Bidders: Corbin Builders, Roebbelen Construction, Turner Group Construction, Vila Construction Company,

NOTE: **Bids will only be accepted from Prequalified Trade Contractors for the bid package noted above. Future advertisements will be published for future bid packages needed for this project.**

Deadline for submitting RFI's for this trade package: Tuesday, March 01, 2011.

Please go to https://turnernorcal.box.net/shared/rre68sd9ap to access the Plans and Specifications. You will be asked for your own user name and your own password. Download documents and submit. If you should have any questions or problems, please contact Todd Vasko @ tvasko@tcco.com.

Sealed bids are due no later than 2pm, Tuesday, March 08, 2011

Sealed bids must be delivered in hard copy form to:
Director of General Services, Capital Project Management Division Office
2530 Arnold Drive, Ste., 300
Martinez, CA 94553

Only prequalified firms will be allowed to submit bids for this project.

Contra Costa County is an equal opportunity employer and highly encourages the participation of MBE/WBE/OBE/SBE/LBE/DVBE business enterprises on this project.

Please direct any questions to Todd Vasko at 510.267.8239 or tvasko@tcco.com

BID RD INDICATOR 3,4,5,7

Contra Costa Times

PO Box 4147
Walnut Creek, CA 94596
(925) 935-2525

Turner Construction Co
1111 Broadway Dr,Ste 2100
Oakland CA 94607

PROOF OF PUBLICATION

FILE NO. WCHC Bidding P:

In the matter of

Contra Costa Times

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter.

I am the Principal Legal Clerk of the Contra Costa Times, a newspaper of general circulation, printed and published at 2640 Shadelands Drive in the City of Walnut Creek, County of Contra Costa, 94598

which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Contra Costa, State of California, under the date of October 22, 1934. Case Number 19764.

The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

2/18/2011

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.
On this 18th day of February, 2011.

Signature

Legal No. 0003877495

Notification of Bids for Trade Package 1C Only

Turner Construction Company, representing Contra Costa County as their Construction Manager invites 2nd tier subcontractors, material suppliers, and vendors to inquire about subtier work from the prequalified bidders for the project noted below.
Bidders are encouraged to seek MBE/WBE/OBE/SBE/LBE/DVBE business participation.

Project: New West County Health Center, Parking Structure and Associated Sitework, San Pablo, CA

Approximate Value: $29,000,000
Owner: Contra Costa County
This project includes a 2 story, 53,000 square foot health clinic, a 3 level parking structure, and associated site work.

We are currently seeking bids from the following trades:
Trade Package 1C - General Requirements - Approximate value of Not-To-Exceed contract is $720,000. See special bidding instructions.

Approved Pre-Qualified Bidders: Corbin Builders, Roebbelen Construction, Turner Group Construction, Villa Construction Company,

NOTE: Bids will only be accepted from Prequalified Trade Contractors for the bid package noted above. Future advertisements will be published for future bid packages needed for this project.
Deadline for submitting RFI's for this trade package: Tuesday, March 01, 2011

Please go to https://turnernorcal.box.net/shared/rre68sd9ap to access the Plans and Specifications. You will be asked for your own user name and your own pass word. Download documents and submit. If you should have any questions or problems, please contact Todd Vasko @ tvasko@tcco.com.

Sealed bids are due no later than 2pm, Tuesday, March 08, 2011
Sealed bids must be delivered in hard copy form to:

Director of General Services,
Capital Project Management Division Office
2530 Arnold Drive, Ste. 300
Martinez, CA 94553

Only prequalified firms will be allowed to submit bids for this project.
Contra Costa County is an equal opportunity employer and highly encourages the participation of MBE/WBE/OBE/SBE/LBE/DVBE business enterprises on this project.
Please direct any questions to Todd Vasko at 510.267.8239 or tvasko@tcco.com

CCT# 3877495 - Feb. 18, 2011

PAID ADVERTISEMENTS

REQUEST FOR BIDS

PHONE (888) 814-0513 • FAX # (888) 478-7703

mhc_official_bids@mcgraw-hill.com | **mhc_official_bids@mcgraw-hill.com**

Turner

Notification of Bids for Trade Package 1C Only

Turner Construction Company, representing Contra Costa County as their Construction Manager invites 2nd tier subcontractors, material suppliers, and vendors to inquire about subtier work from the prequalified bidders for the project noted below.
Bidders are encouraged to seek MBE/WBE/OBE/SBE/LBE/DVBE business participation.

Project: New West County Health Center, Parking Structure and Associated Sitework, San Pablo, CA

Approximate Value: $29,000,000
Owner: Contra Costa County

This project includes a 2 story, 53,000 square foot health clinic, a 3 level parking structure, and associated site work.

We are currently seeking bids from the following trades:
Trade Package 1C – General Requirements – Approximate value of Not-To-Exceed contract is $720,000. See special bidding instructions.

Approved Pre-Qualified Bidders: Corbin Builders, Roebbelen Construction, Turner Group Construction, Vila Construction Company

NOTE: Bids will only be accepted from Prequalified Trade Contractors for the bid package noted above. Future advertisements will be published for future bid packages needed for this project.

Deadline for submitting RFI's for this trade package: Tuesday, March 01, 2011

Please go to https://turnernorcal.box.net/shared/rre68sd9ap to access the Plans and Specifications. You will be asked for your own user name and your own password. Download documents and submit. If you should have any questions or problems, please contact Todd Vasko @ tvasko@tcco.com.

Sealed bids are due no later than 2pm, Tuesday, March 08, 2011

Sealed bids must be delivered in hard copy form to:
Director of General Services, Capital Project Management Division Office
2530 Arnold Drive, Ste., 300
Martinez, CA 94553

Only prequalified firms will be allowed to submit bids for this project.

Contra Costa County is an equal opportunity employer and highly encourages the participation of MBE/WBE/OBE/SBE/LBE/DVBE business enterprises on this project.

Please direct any questions to Todd Vasko at 510.267.8239 or tvasko@tcco.com

STSJSM

McCarthy Building Companies, Inc.

Is requesting subcontractor bids from all certified/qualified: DVBE/WBE/SBE/DBE/LBE/SLBE Subcontractor and Material Suppliers for the following project:

New San Andreas Courthouse
Mountain Ranch Road/Government Center Drive
San Andreas, Ca 95249

Bid Date: March 15, 2011 at 2:00 PM

Scope of work: This project consists of the new construction of a 48,466 square foot, new 2-story courthouse on an approximately 6.9 acre site. The structure is steel moment framed on spread footings and the exterior finishes include aluminum and glass curtain wall, stone veneer, and high pressure laminate panels as well as metal panels. This project is designed to achieve LEED Silver status and includes a partial green roof.

The project is located on undeveloped woodland knoll adjacent to the existing county center.

Estimated value of this project: $28,000,000

For Documents Contact: Lisa Ritchey at 916-786-3833 lritchey@mccarthy.com

This is a public works project and is subject to prevailing wage rate laws.

Plans and Specs may be viewed at our office or contact us for more information on obtaining a copy for your use.

100% performance and Payment Bonds will be required from an approved surety for contracts over $100,000.00. Actual bond cost up to 1.5% of bid amount will be paid by McCarthy. Upon request, subcontractors will be required to provide evidence of their ability to provide the same within twenty-four (24) hours of bid. You are also encouraged to visit our website at www.mccarthy.com <http://www.mccarthy.com/> and complete our Subcontractor Prequalification Information. McCarthy Building Companies, Inc. is an equal opportunity employer. McCarthy Building Companies, Inc. 2241 Douglas Blvd. Suite 200 Roseville, CA 95661

STXHLN

ADVERTISEMENT FOR BIDS

Please refer to additional requirements contained in the complete Advertisement for Bids published on-line at http://dcm.ucdavis.edu.

Subject to conditions prescribed by the University of California, Davis, sealed bids for a lump-sum contract are invited for the following Work: PET/CT SCAN, PRIMATE CENTER, TB 141, Project No.: Q-214040.

Funding for this Project is provided, in part, from a grant by National Institutes of Health, Department of Health and Human Services, Grant No. 3P51RR000169-48S3.

DESCRIPTION OF WORK: Provide all labor, materials, equipment, tools, transportation, insurance, and services for conversion of existing TB 141 from use as an animal holding area into a new area for use as a PET / CT SCAN and MicroPET. Work will include, but is not limited to, selective demolition of interior walls, ceilings, floor and finishes, removal and rework of electrical, plumbing and HVAC systems. New interior gypsum wall partitions, new doors, new ceiling and new concrete floor, new fire sprinkler system along with a new fire alarm system.

Estimated Construction Cost of this project is $376,000.00 (Base Bid)

A MANDATORY Pre-Bid Conference and MANDATORY Pre-Bid Job Walk will be conducted on WEDNESDAY, MARCH 2, 2011 beginning promptly at 10:00 AM Participants shall meet at the DESIGN AND CONSTRUCTION MANAGEMENT MAIN CONFERENCE ROOM. Bidders must be present at the Pre-Bid Conference no later than the scheduled start time. Only bidders who participate in both the Conference and the Job Walk in their entirety will be allowed to bid on the Project as prime contractors. For further information, contact HEATHER ECKELS at (530) 752-6115. The Job Walk will last approximately 2 hours. Transportation will be provided to the Job Walk.

THERE WILL BE NO EXCEPTIONS FOR LATE ENTRY INTO PRE-BID CONFERENCE AND DEADLINE FOR SUBMITTING A BID.

Bids will be received only at: Design and Construction Management, University of California, 255 Cousteau Place, Davis, California 95618.

Bid Deadline: Sealed bids must be received on or before: 1:00 PM, THURSDAY MARCH 17, 2011. Bids will be opened at: 1:01 P.M. or promptly thereafter.

The successful Bidder will be required to have the following California current and active contractor's license at the time of submission of the Bid: GENERAL BUILDING CONTRACTOR.

Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Bidder may be required to show evidence of its equal employment opportunity policy.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
University of California, Davis
February 18, 2011

STXNJ2

ADVERTISEMENT FOR CM/GENERAL CONTRACTOR PREQUALIFICATION

Subject to conditions prescribed by the undersigned, responses to University's prequalification documents are sought from CM/Contractors for the following work:

LOWER SPROUL STUDENT COMMUNITY CENTER
PROJECT NO. 12520B
Estimated Construction Cost: $100,000,000

DESCRIPTION OF THE WORK: The project includes, but is not limited to: Pre-construction and construction services for construction improvements to several buildings and site improvements on the Lower Sproul Plaza. The work will include demolition and replacement of Eshleman Hall, renovation and expansion of Martin Luther King, renovation of Chavez and Anthony Halls, and site improvements to the Plaza. Construction will be implemented on a congested site with revenue generating retail that must remain in operation during construction.

A MANDATORY Prequalification Conference will be conducted on FEBRUARY 23, 2011 beginning promptly at 10:00 a.m.

Prequalification Submittals must be received on or before 2:00 P.M., MARCH 8, 2011 at:

UNIVERSITY OF CALIFORNIA, BERKELEY
Capital Projects, Contract Administration
1936 University Avenue, Room 250
Berkeley, CA 94704-7027
Telephone Number: (510) 642-6273

PLEASE VISIT OUR WEBSITE AT:
http://www.cp.berkeley.edu/AdsForBids.html <http://www.cp.berkeley.edu/AdsForBids.html> for the text of the full advertisement and information on how to obtain prequalification documents.

STXDKH

Bid Ad

Vasko, Todd - (OAK)

From: O'Neill, Lorette [Lorette_ONeill@mcgraw-hill.com]
Sent: Thursday, February 17, 2011 10:49 AM
To: Vasko, Todd - (OAK)
Subject: Ad proof for West County Health Center Trade Package 1C
Attachments: turner.pdf

Hi Todd,

Attached is the proof for the above mentioned project. It is scheduled to run in the Daily Pacific Builder tomorrow, 2/18 for a cost of $434.00. Please let me know if you have any corrections to the ad or if the ad is okay to publish.

Thanks,

Lori O'Neill
Media Account Representative
McGraw-Hill Construction
Official Bids & Proposals
800.531.5439 (office)
415.357.8098 (fax)
www.construction.com
connecting people_projects_products

Please consider the environment before printing this email

The information contained in this message is intended only for the recipient, and may be a confidential attorney-client communication or may otherwise be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, please be aware that any dissemination or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by replying to the message and deleting it from your computer. The McGraw-Hill Companies, Inc. reserves the right, subject to applicable local law, to monitor and review the content of any electronic message or information sent to or from McGraw-Hill employee e-mail addresses without informing the sender or recipient of the message.

Turner

Notification of Bids for Trade Package 1C Only

Turner Construction Company, representing Contra Costa County as their Construction Manager invites 2nd tier subcontractors, material suppliers; and vendors to inquire about subtier work from the prequalified bidders for the project noted below.
Bidders are encouraged to seek MBE/WBE/OBE/SBE/LBE/DVBE business participation.

Project: New West County Health Center, Parking Structure and Associated Sitework, San Pablo, CA

Approximate Value: $29,000,000
Owner: Contra Costa County

This project includes a 2 story, 53,000 square foot health clinic, a 3 level parking structure, and associated site work.

We are currently seeking bids from the following trades:
Trade Package 1C – General Requirements – Approximate value of Not-To-Exceed contract is $720,000. See special bidding instructions.

Approved Pre-Qualified Bidders: Corbin Builders, Roebbelen Construction, Turner Group Construction, Vila Construction Company

NOTE: Bids will only be accepted from Prequalified Trade Contractors for the bid package noted above. Future advertisements will be published for future bid packages needed for this project.

Deadline for submitting RFI's for this trade package: Tuesday, March 01, 2011

Please go to https://turnernorcal.box.net/shared/rre68sd9qp to access the Plans and Specifications. You will be asked for your own user name and your own password. Download documents and submit. If you should have any questions or problems, please contact Todd Vasko @ tvasko@tcco.com.

Sealed bids are due no later than 2pm, Tuesday, March 08, 2011

Sealed bids must be delivered in hard copy form to:
Director of General Services, Capital Project Management Division Office
2530 Arnold Drive, Ste., 300
Martinez, CA 94553

Only prequalified firms will be allowed to submit bids for this project.

Contra Costa County is an equal opportunity employer and highly encourages the participation of MBE/WBE/OBE/SBE/LBE/DVBE business enterprises on this project.

Please direct any questions to Todd Vasko at 510.267.8239 or tvasko@tcco.com

5TSJSM

Dear advertiser,
Here is how the ad you ordered will appear in the Daily Pacific Builder
If there are any questions, call me before noon at (888) 899-3732, or fax me at (925) 933-5018.
Run Dates:

Regards,
Teri DeLoache, McGraw-Hill Daily Pacific Builder

APPROVED BY _____ DATE _____

8 | Contacted Recruitment/Placement Organizations | 10 Points

Purpose: The Bidder has requested assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs, OBEs, SBEs, LBEs, and DVBEs subcontractors, suppliers, manufacturers, and truckers.

Action:

1. Bidder must contact recruitment/placement organizations at least 15 calendar days prior to the submission of bid.

2. Letters must contain:
   a. Areas of work to be subcontracted;
   b. Name of Bidder and contact person's name in the business;
   c. The contact person's telephone number;
   d. A description of the availability of plans, specifications, and other requirements for the project; and
   e. The bidder's policy concerning assistance to subcontractors (including suppliers, manufacturers, and truckers) in obtaining bonds, lines of credit, and insurance

Required Documentation:

1. Submit a copy of **each** letter requesting assistance in recruiting MBEs, WBEs, OBEs, SBEs, LBEs, and DVBEs.

2. Faxed copies must also include the fax transmittal confirmation slip showing the date and time of transmission.

3. Mailed letters must include copies of the metered envelopes or certified mail receipts.

Turner

Bid

Turner Construction Company
1111 Broadway, Suite 2100
Oakland, CA 94607
p: 510.267.8100
f: 510.267.8214

February 10, 2011

Ms. Kaye Stevens
CEO, President
Business Resource Center
610 16th Street, Suite 315
Oakland, CA 94612
Phone: 510-272-0736
Fax: 510-272-0736

RE: Business Directory

Please send us a copy of your Business Directory (including WBE and MBE businesses). We are bidding on the following project.

Project: West County Health Center, a 50,000 s.f. facility located on the campus of the Doctors Medical Center in San Pablo, California for Contra Costa County.
Bid Date: TBD

Trades needed (include but not necessarily limited to): General Requirements, Concrete, Structural Steel, HVAC, Plumbing, Electrical, Fire Protection, Elevators.

For assistance in obtaining bonds, lines of credit and/or insurance, please contact our office. Plans, specifications and requirements for the project are also available at our office, local plan rooms and on the internet at: https://turnernorcal.box.net/shared/rre68sd9ap. Any help you can provide in helping us to reach businesses including MBE, WBE, DVBE contractors will be appreciated.

Sincerely,

Todd Vasko
Senior Purchasing Agent
Turner Construction Company
510.267.8239

Turner BID

Turner Construction Company
1111 Broadway, Suite 2100
Oakland, CA 94607
p: 510.267.8100
f: 510.267.8214

February 10, 2011

Central Contra Costa Transit Authority (CCCTA)
Office of Civil Rights
2477 Arnold Industrial Way
Concord, CA 94920-5327
Phone: 925-676-1976 ext 207
Fax: 925-686-2630

RE: Business Directory

Please send us a copy of your Business Directory (including WBE and MBE businesses). We are bidding on the following project.

Project: West County Health Center, a 50,000 s.f. facility located on the campus of the Doctors Medical Center in San Pablo, California for Contra Costa County.
Bid Date: TBD

Trades needed (include but not necessarily limited to): General Requirements, Concrete, Structural Steel, HVAC, Plumbing, Electrical, Fire Protection, Elevators.

For assistance in obtaining bonds, lines of credit and/or insurance, please contact our office. Plans, specifications and requirements for the project are also available at our office, local plan rooms and on the internet at: https://turnernorcal.box.net/shared/rre68sd9ap. Any help you can provide in helping us to reach businesses including MBE, WBE, DVBE contractors will be appreciated.

Sincerely,

Todd Vasko
Senior Purchasing Agent
Turner Construction Company
510.267.8239

NOTIFICATION TO TRADE COUNCIL
CONTRA COSTA BUILDING & CONSTRUCTION TRADE COUNCIL

FAX COVER SHEET

TO	Greg Feere
COMPANY	Trade Council
FAX NUMBER	+1-9253727414
FROM	Estimating Purchasing Fax
DATE	02/18/11 08:11 Faxed
RE	West Contra Costa County Health Ctr

COVER MESSAGE

Greg,
I have enclosed the advertisement for the West County Contra Costa Health Center, bidders have been prequlaified.

Any questions feel free to give me a call

Mike Owens
Turner Construction
510-267-8242

www.efax.com

Turner

Notification of Bids for Trade Package 1C Only

Turner Construction Company, representing Contra Costa County as their Construction Manager invites 2nd tier subcontractors, material suppliers, and vendors to inquire about subtier work from the prequalified bidders for the project noted below.
Bidders are encouraged to seek MBE/WBE/OBE/SBE/LBE/DVBE business participation.

Project: New West County Health Center, Parking Structure and Associated Sitework, San Pablo, CA

Approximate Value: $29,000,000
Owner: Contra Costa County

This project includes a 2 story, 53,000 square foot health clinic, a 3 level parking structure, and associated site work.

We are currently seeking bids from the following trades:
Trade Package 1C – General Requirements – Approximate value of Not-To-Exceed contract is $720,000. See special bidding instructions.

Approved Pre-Qualified Bidders: Corbin Builders, Roebbelen Construction, Turner Group Construction, Vila Construction Company,

NOTE: Bids will only be accepted from Prequalified Trade Contractors for the bid package noted above. Future advertisements will be published for future bid packages needed for this project.

Deadline for submitting RFI's for this trade package: Tuesday, March 01, 2011.

Please go to https://turnernorcal.box.net/shared/rre68sd9ap to access the Plans and Specifications. You will be asked for your own user name and your own password. Download documents and submit. If you should have any questions or problems, please contact Todd Vasko @ tvasko@tcco.com.

Sealed bids are due no later than 2pm, Tuesday, March 08, 2011

Sealed bids must be delivered in hard copy form to:
Director of General Services, Capital Project Management Division Office
2530 Arnold Drive, Ste., 300
Martinez, CA 94553

Only prequalified firms will be allowed to submit bids for this project.

Contra Costa County is an equal opportunity employer and highly encourages the participation of MBE/WBE/OBE/SBE/LBE/DVBE business enterprises on this project.

Please direct any questions to Todd Vasko at 510.267.8239 or tvasko@tcco.com

Turner Construction
Usage Period: 2011-02-01 - 2011-02-28
Customer ID: 52679

CONFIRMATION OF EFAX TO TRADE COUNCIL

493

1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-26 22:26:01	2011-02-26 22:26:01 GMT	18664001686	FAX	85	1	2	S	$0.20											Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 23:23:51	2011-02-25 23:23:51 GMT	15106454613	FAX	0	0	0	E42	$0.00											Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 23:20:53	2011-02-25 23:20:53 GMT	15106455899	FAX	0	0	0	E49	$0.00											Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 23:14:09	2011-02-25 23:14:09 GMT	17147995453	FAX	0	0	0	E49	$0.00											Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 23:11:19	2011-02-25 23:11:19 GMT	15103175863	FAX	135	4	4	S	$0.40											Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 23:10:05	2011-02-25 23:10:05 GMT	12095266954	FAX	139	4	4	S	$0.40											Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 23:08:28	2011-02-25 23:08:28 GMT	14153922170	FAX	140	4	4	S	$0.40											Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 23:06:18	2011-02-25 23:06:18 GMT	14153527558	FAX	139	4	4	S	$0.40											Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 23:03:11	2011-02-25 23:03:11 GMT	15103171470	FAX	139	4	4	S	$0.40											Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 23:03:10	2011-02-25 23:03:10 GMT	14088850966	FAX	142	4	4	S	$0.40											Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:40:02	2011-02-25 22:40:02 GMT	15104301673	FAX	0	0	0	E42	$0.00			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:37:59	2011-02-25 22:37:59 GMT	14158228225	FAX	68	0	2	E41	$0.20			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:37:59	2011-02-25 22:37:59 GMT	15106201760	FAX	0	0	0	E41	$0.00			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:37:56	2011-02-25 22:37:56 GMT	19258665545	FAX	1	0	1	E43	$0.10			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:35:53	2011-02-25 22:35:53 GMT	16505965159	FAX	0	0	0	E49	$0.00			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:35:20	2011-02-25 22:35:20 GMT	15102225264	FAX	0	0	0	E49	$0.00			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:34:49	2011-02-25 22:34:49 GMT	17074295431	FAX	0	0	0	E41	$0.00			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:34:24	2011-02-25 22:34:24 GMT	15106382471	FAX	0	0	0	E49	$0.00			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:34:01	2011-02-25 22:34:01 GMT	15102159141	FAX	0	0	0	E49	$0.00			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:32:46	2011-02-25 22:32:46 GMT	14082651775	FAX	1	0	1	E43	$0.10			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:30:50	2011-02-25 22:30:50 GMT	15106364572	FAX	1	0	1	E43	$0.10			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:30:20	2011-02-25 22:30:20 GMT	14088850900	FAX	213	0	5	E44	$0.50			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:29:45	2011-02-25 22:29:45 GMT	19166256032	FAX	0	0	0	E49	$0.00			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:28:20	2011-02-25 22:28:20 GMT	15106570971	FAX	1	0	1	E43	$0.10			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:27:32	2011-02-25 22:27:32 GMT	15103362505	FAX	310	4	5	S	$0.50			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:26:47	2011-02-25 22:26:47 GMT	15105892245	FAX	84	0	3	E44	$0.30			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:26:35	2011-02-25 22:26:35 GMT	14156714019	FAX	1	0	1	E43	$0.10			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:25:50	2011-02-25 22:25:50 GMT	19259480941	FAX	1	0	1	E43	$0.10			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:24:53	2011-02-25 22:24:53 GMT	15106736560	FAX	1	0	1	E43	$0.10			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:24:36	2011-02-25 22:24:36 GMT	15105365085	FAX	1	0	1	E43	$0.10			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:23:59	2011-02-25 22:23:59 GMT	15105621798	FAX	172	4	5	S	$0.50			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:23:31	2011-02-25 22:23:31 GMT	17075640240	FAX	147	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:22:36	2011-02-25 22:22:36 GMT	14087277051	FAX	137	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:22:27	2011-02-25 22:22:27 GMT	15105880473	FAX	136	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:22:25	2011-02-25 22:22:25 GMT	15104512507	FAX	321	4	8	S	$0.80			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:22:07	2011-02-25 22:22:07 GMT	14085260611	FAX	128	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:20:21	2011-02-25 22:20:21 GMT	15102815903	FAX	126	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:19:56	2011-02-25 22:19:56 GMT	15102617153	FAX	127	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:19:55	2011-02-25 22:19:55 GMT	19517377032	FAX	124	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:19:31	2011-02-25 22:19:31 GMT	17168051001	FAX	123	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:19:30	2011-02-25 22:19:30 GMT	15105314391	FAX	124	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:19:24	2011-02-25 22:19:24 GMT	15104302662	FAX	171	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:19:05	2011-02-25 22:19:05 GMT	15106366451	FAX	124	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:18:53	2011-02-25 22:18:53 GMT	15105693534	FAX	123	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:18:50	2011-02-25 22:18:50 GMT	14082943162	FAX	133	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:18:45	2011-02-25 22:18:45 GMT	15105347421	FAX	129	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:18:43	2011-02-25 22:18:43 GMT	16818554140	FAX	124	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:18:41	2011-02-25 22:18:41 GMT	15105332022	FAX	124	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:18:41	2011-02-25 22:18:41 GMT	15103360736	FAX	126	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:18:37	2011-02-25 22:18:37 GMT	15104627021	FAX	127	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:18:30	2011-02-25 22:18:30 GMT	15106701762	FAX	127	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:18:08	2011-02-25 22:18:08 GMT	17078250400	FAX	130	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 22:18:05	2011-02-25 22:18:05 GMT	19164814279	FAX	128	4	4	S	$0.40			Ashland Youth Center -								Oakland Office	\My Account\Oakland Office
793522856	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-25 21:46:39	2011-02-25 21:46:39 GMT	19157811055	FAX	177	2	3	S	$0.30											Oakland Office	\My Account\Oakland Office
793427370	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-24 20:30:35	2011-02-24 20:30:35 GMT	16503211470	FAX	92	1	2	S	$0.20											Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-23 23:21:26	2011-02-23 23:21:26 GMT	18664001686	FAX	85	1	2	S	$0.20											Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-23 21:11:00	2011-02-23 21:11:00 GMT	18664001686	FAX	86	1	2	S	$0.20											Oakland Office	\My Account\Oakland Office
789033907	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-22 17:15:16	2011-02-22 17:15:16 GMT	18664001686	FAX	81	1	2	S	$0.20											Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-16 16:13:10	2011-02-16 16:13:10 GMT	19253727147	FAX	87	2	2	S	$0.20			West Contra Costa Cou								Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-15 00:02:55	2011-02-15 00:02:55 GMT	19253727147	FAX	82	2	2	S	$0.20											Oakland Office	\My Account\Oakland Office
781725093	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-14 16:40:20	2011-02-14 16:40:20 GMT	18003040465	FAX	92	1	2	S	$0.20											Oakland Office	\My Account\Oakland Office
1.00E+09	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-11 19:07:23	2011-02-11 19:07:23 GMT	15106327694	FAX	110	4	4	S	$0.40			OUSD Bid Form								Oakland Office	\My Account\Oakland Office
789958899	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-01 23:12:54	2011-02-01 23:12:54 GMT	19259441252	FAX	0	0	0	E42	$0.00											Oakland Office	\My Account\Oakland Office
789958902	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-01 23:05:45	2011-02-01 23:05:45 GMT	15102370102	FAX	65	2	2	S	$0.20											Oakland Office	\My Account\Oakland Office
789958984	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-01 23:08:20	2011-02-01 23:08:20 GMT	14159210724	FAX	83	2	2	S	$0.20											Oakland Office	\My Account\Oakland Office
789956900	turner.fax.est.purch@icco.cl	Fax	Estimating Purchasi		2011-02-01 22:51:39	2011-02-01 22:51:39 GMT	15108511954	FAX	83	2	2	S	$0.20											Oakland Office	\My Account\Oakland Office

BID

INDICATOR 8

Turner

Turner Construction Company
1111 Broadway, Suite 2100
Oakland, CA 94607
p: 510.267.8100
f: 510.267.8214

February 11, 2011

W.C.C. Business Development Center
3445 San Pablo Dam Road
El Sobrante, CA 94803
Phone: (510) 223-9900
Fax: (510) 223-9903

RE: Business Directory

Please send us a copy of your Business Directory (including WBE and MBE businesses). We are bidding on the following project.

Project: West County Health Center, a 50,000 s.f. facility located on the campus of the Doctors Medical Center in San Pablo, California for Contra Costa County.
Bid Date: TBD

Trades needed (include but not necessarily limited to): General Requirements, Concrete, Structural Steel, HVAC, Plumbing, Electrical, Fire Protection, Elevators.

For assistance in obtaining bonds, lines of credit and/or insurance, please contact our office. Plans, specifications and requirements for the project are also available at our office, local plan rooms and on the internet at: https://turnernorcal.box.net/shared/rre68sd9ap. Any help you can provide in helping us to reach businesses including MBE, WBE, DVBE contractors will be appreciated.

Sincerely,

Todd Vasko
Senior Purchasing Agent
Turner Construction Company
510.267.8239

9	Negotiate In Good Faith	26 Points

Purpose: The Bidder has negotiated in good faith with interested MBEs, WBEs, OBEs, SBEs, LBEs, DVBEs and did not unjustifiably reject a satisfactory bid or proposals prepared by any business.

Action:

1. Bidder must submit copies of ALL bids received (i.e. bids selected and those that were not selected). Telephone and/or faxed quotes must also be documented.

2. Bidder must prepare a summary sheet organized by work areas/materials listing the following:
   a. ALL bids received (i.e., phone, fax, written, hand delivered bids, bids selected, and bids not selected);
   b. The name of the businesses (subcontractors, suppliers, manufacturers, and truckers) that submitted bids;
   c. The dollar amount of the bid for each business; and
   d. An indication of the businesses selected for the project.

Required Documentation:

1. Submit a copy of ALL (subcontractors, suppliers, manufacturers, and truckers) bids received by fax, telephone, in writing or in person even if the business was not selected for the project.

2. Submit a summary sheet that lists ALL businesses:

   a. List by trade (work areas);
   b. List name of each business that submitted bids/quotes to you;
   c. List dollar amount of each bid/quote; and
   d. Identify the business selected for each work area(s).

Note: If the Bidder decides to perform a subcontracting area of work, it must list its name and dollar amount of work to be performed in the summary. Bidders are not given credit for their own work in meeting the MSM.

Turi Construction Company

SUMMARY SHEET INDICATOR 09

New West County Health Center
13601 San Pablo Ave.
San Pablo, CA

	Subcontractor, Supplier, Manufacturer and/or Trucker	MBE/WBE	Amount of Bid - Not Used	Amount of Bid - Used	"X" if used or reason not used
General Requirements					
General Requirements	Vila Construction			$ 723,644	X
General Requirements	Turner Group Construction	MBE	$ 791,380		not low
General Requirements	Roebellen Construction		$ 795,995		not low

BID

Roebbelen Contracting, Inc.

(Bidder)

DIVISION C. **PROPOSAL (BID FORM)**

Bid Proposals shall be sealed and shall be submitted in the Capital Projects Management Division Office, 2530 Arnold Drive, Suite 300, Martinez, CA 94553-4359, on or before the **8th day of March 2011, at 2:00pm.**

(1) TO THE DIRECTOR OF GENERAL SERVICES, GENERAL SERVICES DEPARTMENT:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

NEW WEST COUNTY HEALTH CENTER, 13601 SAN PABLO AVENUE, SAN PABLO, FOR THE HEALTH SERVICES DEPARTMENT, CONTRA COSTA COUNTY - TRADE PACKAGE "1C"

Budget Line Item No. 6971-4554
Authorization No. 0927-WH554B

in strict conformity with the Drawings, Specifications, and other contract documents on file at the Capital Projects Management Division, 2530 Arnold Drive, Suite 300, Martinez, CA 94553-4359, for the following sums; namely:

BASE BID TRADE PACKAGE "1C" (general requirements, etc., including bid bond, taxes, and insurance costs):

a. For the lump sum of (mark-up for services):

One Hundred Thirty Five Thousand Two Hundred Twenty Three Dollars $ 135,223
In Words In Figures

b. Cost of General Requirement Services (anticipated):

Six Hundred And Fifty Thousand Dollars $ 650,000
In Words In Figures

c. Cost of Payment and Performance Bonds:

Ten Thousand Seven Hundred Seventy Two Dollars $ 10,772
In Words In Figures

Total for Base Bid Trade Package "1C" (total of a + b + c):

Seven Hundred Ninety Five Thousand Nine Hundred Ninety Five **Dollars $** 795,995
In Words **In Figures**

The lowest bid will be determined as follows:

The lowest bid is the lowest total of the lump sum of mark-up for services plus costs of General Requirements anticipated, plus cost of Payment and Performance bonds.

(2) The bond costs quoted on this bid form are subject to verification by submission of a copy of the actual invoice from the surety upon request by the County. This bond rate will be applicable to any change orders.

(3) It is understood that this bid is based upon completion of the work (Certificate of Occupancy) by June 27, 2012 - *this is for the total duration of the project. For preliminary durations of each trade activity, refer to Division G, Attachment #5, Master Project Schedule. For schedule performance requirements for Trade Contractors refer to Division G, Attachment #4.*

(4) It is understood, with due allowances made for unavoidable delays, that if the trade contractor should fail to complete the work of the contract within the stipulated time, then, he shall be liable to the Public Agency in the amount ***up to* $4,000.00 per calendar day** for each day said work remains uncompleted beyond the time for completion, as and for liquidated damages and not as a penalty; it being agreed and expressly stipulated that it would be impractical and difficult to fix the actual amount of damage.

(5) The undersigned has examined the location of the proposed work and is familiar with the Drawings, Specifications and other contract documents and the local conditions at the place where the work is to be done.

(6) The undersigned has checked carefully all of the above figures and understands that the Board of Supervisors will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

(7) The undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

(8) Attachments are: **(BIDDERS: Please ensure the following attachments are included in your proposal.)**

a) List of Subcontractors
b) Noncollusion Affidavit form
c) Bid Security as required in the Notice to Contractors
____Cash __X__Bidder's Bond _____Cashier's Check _____Certified Check

d) *Letter of Intent to Perform As A Trade Contractor/Supplier/Manufacturer/Trucker (This form is to be submitted within three (3) working days after bid opening, if selected as the low bidder. A sample form is attached at the end of this section, Page C-6).*

(9) Addendum # 1 dated 02/24/2011
Addendum # _____ dated _____
Addendum # _____ dated _____

(10) Firm Roebbelen Contracting, Inc.

By _____ ⇦ Please be sure to sign.
Print Name Signature

Title Robert J. Kjome, Vice President

Address 1241 Hawks Flight Court, El Dorado Hills, CA 95762

Phone: 916-939-4000 Fax: 916-939-4028

Federal Tax Payers I.D. or Social Security No. 91-1787938

Dated this 7th day of March, 2011.

(11) Licensed in accordance with an act providing for the registration of Contractors:
Classification and License No. 734124 : A B Haz Asb C-8 C-13, Expiration Date 03/31/11.

(12) Representations made herein are made under penalty of perjury.

(13) Please refer to Division B, Section 8. Any alterations to this Bid Form (other than providing the required information), additions not called for, etc., may be grounds for rejection of your proposal.

***** PLEASE BE SURE TO FILL-OUT AND INCLUDE PAGES C-1 THRU C-5 AND INCLUDE THE ATTACHMENTS NOTED IN SECTION (8) ABOVE WHEN SUBMITTING YOUR BID*****

Roebbelen Contracting, Inc.
(Name of Prime Contractor)

LIST OF SUBCONTRACTORS – if none, write "none" below and include this form with your bid. Subsequent listing of subcontractor form will be required as general requirements work is procured.

(As required by Division B, Section 4, Paragraph (c). Substitution of listed subcontractors: See Division F, Section 6, Paragraph E.)

Business Name	Address	Items or Portions of Work
*NOTE: None at this time due to Contract Requirements.		
All Subcontractors are to be determined at later date.		

500

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss
County of El Dorado)

Robert J. Kjome, being first duly sworn, deposes and says that he or she is Vice President of Roebbelen Contracting, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly, or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: March 7, 2011

Signed: Robert J. Kjome
Robert J. Kjome, Vice President

NOTE: THIS FORM MUST BE NOTARIZED

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
) ss.
County of El Dorado)

On the date written below, before me, the undersigned Notary Public, personally appeared the person(s) signing above for Contractor, personally known to me (or 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.

WITNESS my hand and official seal.
Dated: MARCH 7, 2011

[NOTARIAL SEAL]

JAZMYN N. DE-CORDOVA
COMM. # 1904564
NOTARY PUBLIC-CALIFORNIA
EL DORADO COUNTY
MY COMM. EXP. SEP. 18, 2014

Jazmyn de Cordova
Notary Public

CNA INSURANCE COMPANIES

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we

Roebbelen Contracting, Inc. Principal,

and Western Surety Company Surety, are held and firmly bound unto

County of Contra Costa , Obligee,

in the sum of Ten Percent (10%) of Total Amount of Bid---------- Dollars ($----------)

for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for New West County Health Center Trade Package IC - General Requirements

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed, sealed and dated March 4, 2011

Roebbelen Contracting, Inc.
(Principal)
by _____ (Seal)
Robert J. Kjome, Executive Vice President

Western Surety Company
(Surety)
by _____
Rosemarie Guanill Attorney-in-Fact

G-23054-C

CNA
For All the Commitments You Make®

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of El Dorado } SS.

On March 7, 2011 (DATE), before me, Jazmyn decordova, Notary Public,

personally appeared Robert J. Kjome, 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.

JAZMYN N. DE-CORDOVA
COMM. # 1904564
NOTARY PUBLIC-CALIFORNIA
EL DORADO COUNTY
MY COMM. EXP. SEP. 18, 2014

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.

Jazmyn decordova
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER _____ TITLE(S)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ OTHER

RIGHT THUMBPRINT OF SIGNER

Top of thumbprint here

NOTARY BONDS, SUPPLIES AND FORMS AT HTTP://WWW.VALLEY-SIERRA.COM © 2005-2008 VALLEY-SIERRA INSURANCE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Francisco

On 3/4/2011 (Date) before me, Nerissa S. Bartolome, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Rosemarie Guanill (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NERISSA S. BARTOLOME
Commission # 1747447
Notary Public - California
San Francisco County
My Comm. Expires Jun 24, 2011

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rosemarie Guanill	Signer's Name: ----------
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

© 2010 National Notary Association • NationalNotary.org • 1-800-US NOTARY (1-800-876-6827)

Item #5907

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Rosemarie Guanill, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Individually

of San Francisco, 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 it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 30th day of November, 2010.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 30th day of November, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; 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 corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation 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 corporation this 4th day of March, 2011.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-09-06

TURNER GROUP CONSTRUCTION
(Bidder)

DIVISION C. **PROPOSAL (BID FORM)**

Bid Proposals shall be sealed and shall be submitted in the Capital Projects Management Division Office, 2530 Arnold Drive, Suite 300, Martinez, CA 94553-4359, on or before the **8th day of March 2011, at 2:00pm.**

(1) TO THE DIRECTOR OF GENERAL SERVICES, GENERAL SERVICES DEPARTMENT:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

NEW WEST COUNTY HEALTH CENTER, 13601 SAN PABLO AVENUE, SAN PABLO, FOR THE HEALTH SERVICES DEPARTMENT, CONTRA COSTA COUNTY - TRADE PACKAGE "1C"

Budget Line Item No. 6971-4554
Authorization No. 0927-WH554B

in strict conformity with the Drawings, Specifications, and other contract documents on file at the Capital Projects Management Division, 2530 Arnold Drive, Suite 300, Martinez, CA 94553-4359, for the following sums; namely:

BASE BID TRADE PACKAGE "1C" (general requirements work, etc., including bid bond, taxes, and insurance costs):
***Note: Reference Division C, Attachment #1, for further information.**

For the lump sum of:

Seven hundred Eighty Thousand (In Words) Dollars $ 780,000.00 (In Figures)

Cost of General Requirements Work (anticipated):

Six Hundred And Fifty Thousand (In Words) Dollars $ 650,000 (In Figures)

Cost of Payment and Performance Bonds:

Eleven thousand three hundred Eighty (In Words) Dollars $ 11,380.00 (In Figures)

Total for Base Bid Trade Package "1C":

Seven hunded NINty One thousand three hunded eighty (In Words) Dollars $ 791,380 (In Figures)

(2) The bond costs quoted on this bid form are subject to verification by submission of a copy of the actual invoice from the surety upon request by the County. This bond rate will be applicable to any change orders.

(3) It is understood that this bid is based upon completion of the work (Certificate of Occupancy) by June 27, 2012 - *this is for the total duration of the project. For preliminary durations of each trade activity, refer to Division G, Attachment #5, Master Project Schedule. For schedule performance requirements for Trade Contractors refer to Division G, Attachment #4.*

(4) It is understood, with due allowances made for unavoidable delays, that if the trade contractor should fail to complete the work of the contract within the stipulated time, then, he shall be liable to the Public Agency in the amount ***up to* $4,000.00 per calendar day** for each day said work remains uncompleted beyond the time for completion, as and for liquidated damages and not as a penalty; it being agreed and expressly stipulated that it would be impractical and difficult to fix the actual amount of damage.

(5) The undersigned has examined the location of the proposed work and is familiar with the Drawings, Specifications and other contract documents and the local conditions at the place where the work is to be done.

(6) The undersigned has checked carefully all of the above figures and understands that the Board of Supervisors will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

(7) The undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

(8) Attachments are: **(BIDDERS: Please ensure the following attachments are included in your proposal.)**

a) List of Subcontractors
b) Noncollusion Affidavit form
c) Bid Security as required in the Notice to Contractors
____Cash ✓ Bidder's Bond ____Cashier's Check ____Certified Check

d) *Letter of Intent to Perform As A Trade Contractor/Supplier/Manufacturer/Trucker (This form is to be submitted within three (3) working days after bid opening, if selected as the low bidder. A sample form is attached at the end of this section, Page C-5).*

(9) Addendum # 1 ✓ dated 3/7/11
Addendum # _____ dated _____
Addendum # _____ dated _____
Addendum # _____ dated _____
Addendum # _____ dated _____

(10) Firm TURNER GROUP CONSTRUCTION

By ALICIA TURNER [signature] ⇦ Please be sure to sign.
Print Name Signature

Title _____

Address 1625 FILBERT ST. OAKLAND, CA 94607

Phone: 510·835·0400 Fax: 510·835·0444

Federal Tax Payers I.D. or Social Security No. 86-1132353

Dated this 7th day of March, 2011.

(11) Licensed in accordance with an act providing for the registration of Contractors: Classification and License No. 862978, Expiration Date 8·31·11.

(12) Representations made herein are made under penalty of perjury.

(13) Please refer to Division B, Section 8. Any alterations to this Bid Form (other than providing the required information), additions not called for, etc., may be grounds for rejection of your proposal.

***** PLEASE BE SURE TO FILL-OUT AND INCLUDE PAGES C-1 THRU C-5 AND INCLUDE THE ATTACHMENTS NOTED IN SECTION (8) ABOVE WHEN SUBMITTING YOUR BID*****

TURNER GROUP CONSTRUCTION
(Name of Prime Contractor)

LIST OF SUBCONTRACTORS – **if none, write "none" below and include this form with your bid. Subsequent listing of subcontractor form will be required as general requirements work is procured.**

(As required by Division B, Section 4, Paragraph (c). Substitution of listed subcontractors: See Division F, Section 6, Paragraph E.)

Business Name	Address	Items or Portions of Work
BIG-EYE SECURITY	1276 MARKET ST. SAN FRANCISCO, CA 94102	SECURITY SERVICES - Night watchman
RECOLOGY	50 CALIFORNIA ST. 24th FLOOR SAN FRANCISCO, CA 94111	DUMPSTER SERVICES
UNITED SITE SERVICES	3408 HILLCAP AVE. SAN JOSE CA 95136	TEMP. TOILETS
F3 and Associates	701 East H Street Benicia, CA 94510	PROFESSIONAL SURVEYING

(Name of Trade Contractor)

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

State of California)
County of Alameda) ss

Alexcia Turner, being first duly sworn, deposes and says that he or she is Administrator of Turner Group Construction the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly, or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: 3-8-11

Signed: [signature]

NOTE: THIS FORM MUST BE NOTARIZED

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
) ss.
County of _____)

On the date written below, before me, the undersigned Notary Public, personally appeared the person(s) signing above for Contractor, personally known to me (or 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.

WITNESS my hand and official seal.

Dated: _____

[NOTARIAL SEAL]

See Attached

Notary Public

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ALAMEDA

On MAR 8, 2011 before me, JEREMY DANG, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared ALEXCIA C. TURNER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

JEREMY DANG
COMM. #1851631
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires June 20, 2013

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

NON COLLUSION AFFIDAVIT TO BE
(Title or description of attached document)

EXECUTED BY BIDDER
(Title or description of attached document continued)

Number of Pages 1 Document Date 03/8/11

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

THIS FORM TO BE SUBMITTED WITHIN THREE (3) WORKING DAYS AFTER BID OPENING
IF SELECTED AS LOW BIDDER

Contra Costa County
OUTREACH PROGRAM
Affirmative Action Office
651 Pine Street, Martinez, CA 94553
(925) 335-1045 Fax (925) 646-1353

LETTER OF INTENT TO PERFORM AS A
TRADE CONTRACTOR/SUPPLIER/MANUFACTURER /TRUCKER

TURNER GROUP CONSTRUCTION
Name of Trade Contractor

WEST COUNTY HEALTH CENTER SAN PABLO, CA
Name of Project

6971-4554
Project Number

The undersigned is a (check one):

___ Sole proprietorship X Corporation ___ Limited Liability

___ Partnership ___ Joint Venture

Check the which may apply.

MBE	WBE	SBE	LBE
X Trade Contractor	___ Trade Contractor	X Trade Contractor	X Trade Contractor
___ Supplier	___ Supplier	___ Supplier	___ Supplier
___ Manufacturer	___ Manufacturer	___ Manufacturer	___ Manufacturer
___ Trucker	___ Trucker	___ Trucker	___ Trucker
___ Other _____	___ Other_____	___ Other_____	___ Other_____

___ None of the Above Apply

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail the particular work items or parts thereof to be performed):
Furnish labor, materials and equipment as required to provide temporary construction services.

Total Amount Bid: $ 780,000.00

Signature PRESIDENT Position Title 2.25.11 Date

LEN TURNER
Name of Person Completing this Form

Company Name TURNER GROUP CONSTRUCTION Phone Number 510.835.0400

Fax Number 510.835.0444

Blueprint Bonding
Insurance Services - DOI Lic#0B53208
6085 Hogan Dam Road, Valley Springs, CA 95252 Ph: 209/772-2110 Fax: 209/772-7227

BID RESULTS

Contractor	Bid Date
Turner Group Construction	3-8-11

Project
County of Contra Costa - West County Health Center

Low Bidder

2nd Low

3rd Low

If your results are not listed above, please list your bid price:

If you are a low bidder, please estimate award date:

A copy of the contract will be required to issue Performance & Payment Bonds

Please fax to (209) 772-7227

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Turner Group Construction**
(Here insert full name and address or legal title of Contractor)
1625 Filbert Street, Oakland, CA 94607
as Principal, hereinafter called the Principal, and **RLI Insurance Company**
(Here insert full name and address or legal title of Surety)
505 14th Street, Suite 1100, Oakland, CA 94612
a corporation duly organized under the laws of the State of **Illinois**
as Surety, hereinafter called the Surety, are held and firmly bound unto **County of Contra Costa**
(Here insert full name and address or legal title of Owner)
Dept. of General Services, 2530 Arnold Drive, Martinez, CA
as Obligee, hereinafter called the Obligee, in the sum of **Ten percent (10%) of the amount bid**
Dollars ($ **10%**),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

West County Health Center

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **7th** day of **March** **XX 2011**

(Witness)

Turner Group Construction
(Principal) (Seal)
PRESIDENT
(Title)

(Witness)

RLI Insurance Company
(Surety) (Seal)
By:
(Title)
Jocelyn Y. Quirt, Attorney-in-Fact

ACKNOWLEDGMENT

State of California
County of Calaveras)

On March 7, 2011 before me, Kathy B. Simon, Notary Public
(insert name and title of the officer)

personally appeared Jocelyn Y. Quirt,
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.

KATHY B. SIMON
Commission # 1856050
Notary Public - California
Contra Costa County
My Comm. Expires Jun 28, 2013

Signature Kathy B. Simon (Seal)

RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Jocelyn Y. Quirt

in the City of Valley Springs, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars ($10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 25th day of January, 2011.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: _____
Roy C. Die — Vice President

State of Illinois }
County of Peoria } SS

On this 25th day of January, 2011, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Cherie L Montgomery
Cherie L. Montgomery — Notary Public

"OFFICIAL SEAL"
CHERIE L. MONTGOMERY
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 02/02/12

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 7th day of March, 2011.

RLI Insurance Company

By: _____
Roy C. Die — Vice President

0466667030110

A0059207

LABORER RATE WORKSHEET 2010/2011

Regular pay

MPANY NAME :		Turner Group Construction	
TRADE CLASSIFICATION :		JOURNEYMAN - LABORER	
HOURLY WAGES RATE	$27.14		(*****)
OVERTIME			(*****)
DUES CHECK OFF	$1.79	*	
VACATION	$2.28	*	
BASE RATE	**$31.21**		

Fringe Benefits :

Health & Welfare	$9.55	*	
Supplement Pension		*	
Pension (PEN)	$6.15	*	
Annuity	$2.15		
Work Fee (WF)	$1.52		
Journeyman/Apprentice Training	$0.58		
Industry Promotion (I.P.)	$0.07		
UBC health and Safety Fund and National Apprenticeship (H&S/N.A.)	$0.04	*	
Contract Work Preservation (CWP)	$0.05		
Carpenter Employers Contract Administration (CECA)	$0.07	*	
		*	
Subtotal Fringe Benefits *		$24.20	(*****)

TOTAL RATE OF (BASE + FRINGES) = (*****) **$ 55.41**

Labor Burdens :

	%Amount		Base		$Amount
F.I.C.A.	11%	X	$31.21	=	3.28
F.U.I	1.10%	X	$31.21	=	0.34
S.U.I	3.87%	X	$31.21	=	1.21
Worker's Comp.	12.56%	X	$31.21	=	3.92
Liability Insurance					1.53
Overhead Cost					5.7

Subtotal Labor Burden = $15.98

Total Hourly Rate = $ 71.39

CARPENTRY RATE WORKSHEET 2010/2011

Regular pay

Laney College Sports Complex

COMPANY NAME : Turner Group Construction

TRADE CLASSIFICATION : JOURNEYMAN -CARPENTER

HOURLY WAGES RATE	$37.50		(*****)
OVERTIME			(*****)
DUES CHECK OFF	$1.79	*	
VACATION	$2.40	*	
BASE RATE	$41.69		

Fringe Benefits :

Health & Welfare	$9.55	*	
Supplement Pension		*	
Pension (PEN)	$6.90	*	
Annuity	$2.15		
Work Fee (WF)	$1.52		
Journeyman/Apprentice Training	$2.98		
Industry Promotion (I.P.)	$0.07		
UBC health and Safety Fund and National Apprenticeship (H&S/N.A.)	$0.04	*	
Contract Work Preservation (CWP)	$0.05		
Carpenter Employers Contract Administration (CECA)	$0.07	*	
		*	
Subtotal Fringe Benefits *		$27.47	(*****)

TOTAL RATE OF (BASE + FRINGES) = (*****) $ **69.16**

Labor Burdens :

	%Amount		Base		$Amount
F.I.C.A.	11%	X	$41.69	=	4.38
F.U.I	1.10%	X	$41.69	=	0.46
S.U.I	3.87%	X	$41.69	=	1.61
Worker's Comp.	12.56%	X	$41.69	=	5.24
Liability Insurance					1.53
Overhead Cost					5.7

Subtotal Labor Burden = $18.92

Total Hourly Rate= $88.08

Department of Contracting and Purchasing, Division of Social Equity

Small Local Business Enterprise Certification

Presented to:

TURNER GROUP CONSTRUCTION

Services Provided:

B — General Building Contractor

6417	01-Apr-12
Certification Number	Expiration Date

Shelley Darensburg — 04-01-10

Shelley Darensburg,
Senior Contract Compliance Officer — Date

CITY OF OAKLAND

Northern California Minority Supplier Development Council

THIS CERTIFIES THAT

Turner Group Construction

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®) and as adopted by the Northern California Minority Supplier Development Council

**NAICS Code(s): 236116; 236118; 236220

**Description of their product/services as defined by the North American Industry Classification System (NAICS)

04/30/2010
Issued Date

04/30/2011
Expiration Date

BA05-0020
Certificate Number

Scott A. Vowels, President, NCMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: http://www.nmsdc.org.

An affiliate of the National Minority Supplier Development Council, Inc.® (NMSDC®)

OAKLAND AFRICAN-AMERICAN CHAMBER OF COMMERCE

CERTIFICATE OF MEMBERSHIP

This certifies that

Turner Group Construction

Is a current member of the Oakland African American Chamber of Commerce in good standing for the 2010 year

Wil Hardee, President & CEO

City and County of San Francisco

Gavin Newsom
Mayor

Human Rights Commission

Contract Compliance
Dispute Resolution/Fair Housing
Small, Micro Non Profit Business Enterprise Certification
Lesbian Gay Bisexual Transgender & HIV Discrimination

Chris Iglesias
Executive Director

Tuesday, April 15, 2008

Mr. Len Turner
TURNER GROUP CONSTRUCTION
450 Sutter Street, Third Floor
San Francisco, CA 94108

Dear Mr. Turner:

Pursuant to the LBE Ordinance, Chapter 14B of the San Francisco Administrative Code, your firm has been certified as a Minority-Owned San Francisco Local Business Enterprise which is valid for three (3) years. Your certification number is: HRC041115307.

This certification now allows your firm to be eligible to receive 10 percent discount in all bids/proposals with the City and County of San Francisco when bidding/proposing as a provider of: CONSTRUCTION MANAGEMENT, GENERAL BUILDING CONTRACTING (B).

Your company is also classified as a Micro Local Business Enterprise, which enables you to bid on Set Aside Program contracts from the City and County of San Francisco when bidding/proposing as a provider of: CONSTRUCTION MANAGEMENT, GENERAL BUILDING CONTRACTING (B).

To verify your business status as a bona-fide Minority-Owned San Francisco Local Business Enterprise, please indicate your certification number and show this letter upon request.

The Human Rights Commission reserves the right to withdraw this certification at any time. HRC also reserves the right to request additional information and/or conduct on-site visits for purposes of verification.

For re-certification, contact the Human Rights Commission, 25 Van Ness Avenue, Suite 800, San Francisco, CA 94102, Attention: CERTIFICATION UNIT.

Please notify this office at least sixty (30) days prior to the expiration date: 4/30/2011. Failure to do so, may result in removal of you company's name from the approved list of San Francisco Local Business Enterprises.

If there are any changes in your firm's status during this certification period, you are required to notify this office immediately.

Thank you for your interest in the HRC's LBE Program. You can access the Vendor Directory at our Internet address: http://www.sfgov.org.

Sincerely,

Chris Iglesias
Executive Director

Business certificate # 422552

25 Van Ness Avenue
Suite 800
San Francisco
CA, 94102-6033

TEL (415) 252-2500
FAX (415) 431-5764
TDD (415) 252-2550
http://www.sfgov.org

2010-06-01 10:25 TURNER LEN TERE 5106181627 Page 3/3

06-01-2010 09:56 LEN TURNER 5106181627 PAGE3

UNIFIED CERTIFICATION PROGRAM

THIS CERTIFIES THAT

Turner Group Construction	36756	October 1, 2012
Firm Name	*FILE#*	*Expiration Date*

IS APPROVED BY
THE CALIFORNIA UNIFIED CERTIFICATION PROGRAM (UCP)
AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE)
AS DEFINED BY THE U.S. DEPARTMENT OF TRANSPORTATION (DOT)
49 CFR, PART 26, AS MAY BE AMENDED,
FOR THE FOLLOWING WORK CATEGORY CODES:

236115, 236117, 236220, 238130, 238220

DBE Liaison Officer **Lee Davis**

San Francisco Bay Area Rapid Transit District
Certifying Agency

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number 862978 Entity CORP

Business Name TURNER GROUP CONSTRUCTION

Classification(s) B

Expiration Date 08/31/2011

VILA CONSTRUCTION CO.
(Bidder)

DIVISION C. **PROPOSAL (BID FORM)**

Bid Proposals shall be sealed and shall be submitted in the Capital Projects Management Division Office, 2530 Arnold Drive, Suite 300, Martinez, CA 94553-4359, on or before the **8th day of March 2011, at 2:00pm.**

(1) TO THE DIRECTOR OF GENERAL SERVICES, GENERAL SERVICES DEPARTMENT:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

NEW WEST COUNTY HEALTH CENTER, 13601 SAN PABLO AVENUE, SAN PABLO, FOR THE HEALTH SERVICES DEPARTMENT, CONTRA COSTA COUNTY - TRADE PACKAGE "1C"

Budget Line Item No. 6971-4554
Authorization No. 0927-WH554B

in strict conformity with the Drawings, Specifications, and other contract documents on file at the Capital Projects Management Division, 2530 Arnold Drive, Suite 300, Martinez, CA 94553-4359, for the following sums; namely:

BASE BID TRADE PACKAGE "1C" (general requirements, etc., including bid bond, taxes, and insurance costs):

a. For the lump sum of (mark-up for services):

SIXTY-FIVE THOUSAND AND NO/100---------- Dollars $65,000.00
In Words In Figures

b. Cost of General Requirement Services (anticipated):

Six Hundred And Fifty Thousand Dollars $ 650,000
In Words In Figures

c. Cost of Payment and Performance Bonds:

EIGHT THOUSAND SIX HUNDRED FORTY-FOUR AND NO/100----- Dollars $8,644.00
In Words In Figures

Total for Base Bid Trade Package "1C" (total of a + b + c):

SEVEN HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED FORTY-FOUR **Dollars $723,644.00**
In Words **In Figures**

The lowest bid will be determined as follows:

The lowest bid is the lowest total of the lump sum of mark-up for services plus costs of General Requirements anticipated, plus cost of Payment and Performance bonds.

(2) The bond costs quoted on this bid form are subject to verification by submission of a copy of the actual invoice from the surety upon request by the County. This bond rate will be applicable to any change orders.

(3) It is understood that this bid is based upon completion of the work (Certificate of Occupancy) by June 27, 2012 - *this is for the total duration of the project. For preliminary durations of each trade activity, refer to Division G, Attachment #5, Master Project Schedule. For schedule performance requirements for Trade Contractors refer to Division G, Attachment #4.*

(4) It is understood, with due allowances made for unavoidable delays, that if the trade contractor should fail to complete the work of the contract within the stipulated time, then, he shall be liable to the Public Agency in the amount ***up to* $4,000.00 per calendar day** for each day said work remains uncompleted beyond the time for completion, as and for liquidated damages and not as a penalty; it being agreed and expressly stipulated that it would be impractical and difficult to fix the actual amount of damage.

(5) The undersigned has examined the location of the proposed work and is familiar with the Drawings, Specifications and other contract documents and the local conditions at the place where the work is to be done.

(6) The undersigned has checked carefully all of the above figures and understands that the Board of Supervisors will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

(7) The undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

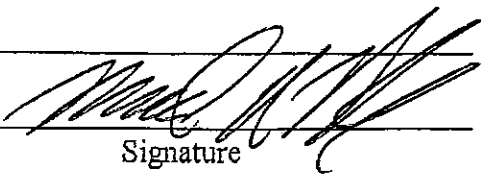
(8) Attachments are: **(BIDDERS: Please ensure the following attachments are included in your proposal.)**

a) List of Subcontractors
b) Noncollusion Affidavit form
c) Bid Security as required in the Notice to Contractors
____Cash _X_ Bidder's Bond _____Cashier's Check _____Certified Check

d) *Letter of Intent to Perform As A Trade Contractor/Supplier/Manufacturer/Trucker (This form is to be submitted within three (3) working days after bid opening, if selected as the low bidder. A sample form is attached at the end of this section, Page C-6).*

(9) Addendum # ___1___ dated _2/24/2011_
Addendum # _____ dated _____
Addendum # _____ dated _____

(10) Firm VILA CONSTRUCTION CO.

By Richard H. Vila  ⇦ Please be sure to sign.

Print Name Signature

Title President

Address 590 So. 33rd Street, Richmond, CA 94804

Phone: (510)236-9111 Fax: (510)236-4979

Federal Tax Payers I.D. or Social Security No. 94-6095524

Dated this 8th day of March, 2011.

(11) Licensed in accordance with an act providing for the registration of Contractors: Classification and License No. 300454 A&B, Expiration Date 12/31/2011.

(12) Representations made herein are made under penalty of perjury.

(13) Please refer to Division B, Section 8. Any alterations to this Bid Form (other than providing the required information), additions not called for, etc., may be grounds for rejection of your proposal.

***** PLEASE BE SURE TO FILL-OUT AND INCLUDE PAGES C-1 THRU C-5 AND INCLUDE THE ATTACHMENTS NOTED IN SECTION (8) ABOVE WHEN SUBMITTING YOUR BID*****

VILA CONSTRUCTION CO.

(Name of Prime Contractor)

528

LIST OF SUBCONTRACTORS – if none, write "none" below and include this form with your bid. Subsequent listing of subcontractor form will be required as general requirements work is procured.

(As required by Division B, Section 4, Paragraph (c). Substitution of listed subcontractors: See Division F, Section 6, Paragraph E.)

Business Name	Address	Items or Portions of Work
NONE		

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
County of Contra Costa) ss

Richard H. Vila, being first duly sworn, deposes and says that he ~~or she~~ is President of Vila Construction Co. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly, or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: March 8, 2011

Signed: [signature]

NOTE: THIS FORM MUST BE NOTARIZED

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
) ss.
County of Contra Costa)

On the date written below, before me, the undersigned Notary Public, personally appeared the person~~(s)~~ signing above for Contractor, personally known to me (or 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.

WITNESS my hand and official seal.

Dated: March 8, 2011

[NOTARIAL SEAL]

PEGGY A. CLEMES
COMM. # 1920251
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
MY COMM. EXP. JAN. 30, 2015

Peggy A. Clemes
Notary Public

Liberty Mutual

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Vila Construction Co., as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto Contra Costa County, as obligee (the "Obligee"), in the penal sum of Ten Percent (10%) of the total amount bid Dollars ($----------), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: New West County Health Center, Trade Package "1C"
13601 San Pablo Ave., San Pablo, CA

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 24th day of February, 2011.

WITNESS / ATTEST

Peggy A. Clemas

Vila Construction Co.
(Principal)

By: _____ (Seal)
Name:
Title:

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: _____ (Seal)
Attorney-in-Fact James B. Shea

LMIC-5000

Rev. 03/04

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Clara

On February 24, 2011 (Date) before me, D. Guzman, Notary Public (Here Insert Name and Title of the Officer),

personally appeared James B. Shea, Attorney-in-Fact (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

D. GUZMAN
Commission # 1762739
Notary Public - California
Santa Clara County
My Comm. Expires Aug 20, 2011

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2010 National Notary Association • NationalNotary.org • 1-800-US NOTARY (1-800-876-6827)

Item #5907

2801157

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

JEFFREY N. ABER, JAMES B. SHEA, DORA M. HOCKETT, D. GUZMAN, ALL OF THE CITY OF CAMPBELL, STATE OF CALIFORNIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding THIRTY FIVE MILLION AND 00/100********** DOLLARS ($ 35,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 16th day of March, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 16th day of March, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 24th day of February, 2011.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or resi value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any busines day

THIS FORM TO BE SUBMITTED WITHIN THREE (3) WORKING DAYS AFTER BID OPENING
IF SELECTED AS LOW BIDDER

Contra Costa County
OUTREACH PROGRAM
Affirmative Action Office
651 Pine Street, Martinez, CA 94553
(925) 335-1045 Fax (925) 646-1353

LETTER OF INTENT TO PERFORM AS A
TRADE CONTRACTOR/SUPPLIER/MANUFACTURER /TRUCKER

Vila Construction Co.
Name of Trade Contractor

New West County Health Center-13601 San Pablo Ave., San Pablo, CA
Name of Project

Authorization No. 0927-WH554B
Project Number

The undersigned is a (check one):

___ Sole proprietorship x Corporation ___ Limited Liability

___ Partnership ___ Joint Venture

Check the which may apply.

MBE	WBE	SBE	LBE
___ Trade Contractor	___ Trade Contractor	___ Trade Contractor	x Trade Contractor
___ Supplier	___ Supplier	___ Supplier	___ Supplier
___ Manufacturer	___ Manufacturer	___ Manufacturer	___ Manufacturer
___ Trucker	___ Trucker	___ Trucker	___ Trucker
___ Other	___ Other	___ Other	___ Other

___ None of the Above Apply

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail the particular work items or parts thereof to be performed):

General Requirement work - Trade package "1C"

Total Amount Bid: $ 723,644.00

Signature Position Title: President Date: March 9, 2011

Name of Person Completing this Form
Richard H. Vila

Company Name
Vila Construction Co.

Phone Number
(510)236-9111
Fax Number
(510)236-4979

10 | Bonds, Lines of Credit, and Insurance Assistance | 7 Points

Purpose: The Bidder documents its efforts to advise and assist interested businesses in obtaining bonds, lines of credit, and insurance as required by the County or Bidder.

Action:

1. Document efforts to advise and assist interested MBEs, WBEs, OBEs, SBEs, LBEs, and DVBEs in obtaining bonds, lines of credit, and insurance.

    a. Refer to Indicator 4, Advertisement.
    Include information on Bidder's policy concerning assistance to subcontractors, suppliers, manufacturers, and/or truckers in obtaining bonds, lines of credit, and/or insurance; or

    b. Refer to Indicator 5, Written Notice.
    Include information on Bidder's policy concerning assistance to subcontractors, suppliers, manufacturers, and/or truckers in obtaining bonds, lines of credit, and/or insurance.

Required Documentation:

1. Submit a copy of the Advertisement (Indicator 4) and/or Written Notice to businesses (Indicator 5). Refer to advertisement examples and examples of written notice.

Note: Documentation submitted for Indicators 4 and 5 satisfies this indicator.

BID

INDICATOR 10

Vasko, Todd - (OAK)

From: Vasko, Todd - (OAK)
Sent: Tuesday, February 22, 2011 10:17 AM
To: 'len@turnergrp.com'; 'jcorbin@corbinbuilders.com'; 'rich@vilaconstruction.com'; 'bobk@roebbelen.com'
Cc: Vasko, Todd - (OAK); Owens, Michael D - (SJO)
Subject: West County Health Center General Requirements Trade Package 1C

Attn: Pre-Approved Bidders

It is our policy to provide assistance, when possible, in obtaining bonds, lines of credit and/or insurance. Should you require this assistance, please contact Todd Vasko at 510-267-8239 or by email to tvasko@tcco.com.

Please confirm receipt of this email.

Thank you.

Todd Vasko
Senior Purchasing Agent

Turner Building the Future
1 Broadway, Suite 2100 Oakland, CA 94607
510.267.8239 direct

Please consider the environment before printing this email.

Tracking:

Recipient	Delivery	Read
'len@turnergrp.com'		
'jcorbin@corbinbuilders.com'		
'rich@vilaconstruction.com'		
'bobk@roebbelen.com'		
Vasko, Todd - (OAK)	Delivered: 2/22/2011 10:17 AM	Read: 2/22/2011 11:09 AM
Owens, Michael D - (SJO)	Delivered: 2/22/2011 10:17 AM	Read: 2/22/2011 10:33 AM

Sent Items - Microsoft Outlook

File Edit View Go Tools Actions Help

Search address books

Type a question for help

Mail

Favorite Folders
- Inbox (13)
- Unread Mail (29)
- Sent Items

Mail Folders
- All Mail Items
- Mailbox - Vasko, Todd
  - Deleted Items (2)
  - Drafts
  - Inbox (13)
  - Junk E-mail
  - Outbox
  - RSS Feeds
  - Sent Items
  - Search Folders
- Personal Folders
- Personal Folders

Sent Items

Search Sent Items

Click here to enable Instant Search

To	Subject	Received
'Larry Hollis'	RE: USF Phelan Hall Renovation Invitation to Bid	Thu 2/17/2011 9:37 ...
To: 'LaTanya Hawkins' (1 item)		
'LaTanya Hawkins'	RE: NAMC 1st Annual Gala Sponsorship & Registr...	Mon 3/7/2011 8:16 ...
To: 'len@turnergrp.com'; 'jcorbin@corbinbuilders.com'; 'rich@villaconstruction.com'; 'bobk@roebbelen.com' (2 items)		
'len@turnergrp.com'; 'jcorbin@corbinbuilders.com'; 'rich@villaconstruction.com'; 'bobk@roebbelen.com'	West County Health Center General Requirement...	Thu 2/24/2011 1:04 ...
'len@turnergrp.com'; 'jcorbin@corbinbuilders.com'; 'rich@villaconstruction.com'; 'bobk@roebbelen.com'	West County Health Center General Requirements...	Tue 2/22/2011 10:17...
To: 'lenturner1@earthlink.net'; 'Josef P Corbin'; 'rich@villaconstruction.com'; 'bobk@roebbelen.com' (1 item)		
'lenturner1@earthlink.net'; 'Josef P Corbin'; 'rich@villaconstruction.com'; 'bobk@roebbelen.com'	West County Health Center General Requirements...	Thu 2/17/2011 2:17 ...
To: 'Linda Edmunds' (1 item)		
'Linda Edmunds'	RE: New West County Health Center	Fri 2/25/2011 8:28 AM
To: 'Mark Biddle' (2 items)		
'Mark Biddle'	RE: Ashland Youth Center	Wed 3/2/2011 11:20...
'Mark Biddle'	RE: Ashland Youth Center	Wed 3/2/2011 11:15...
To: 'Mark Faina' (1 item)		
'Mark Faina'	RE: USF Phelan hall	Mon 2/14/2011 2:48...
To: 'mark@orelliyandfaina.com'; 'jwilson@guaranteeglass.com'; 'kpavlik@bagatelos.com'; 'jmitchell@progressglass.com'; 'mbare@baga-co.com' (2 items)		
'mark@orelliyandfaina.com'; 'jwilson@guaranteeglass.com'; 'kpavlik@bagatelos.com'; 'jmitchell@progr...	USF Phelan hall	Mon 2/14/2011 4:18...
'mark@orelliyandfaina.com'; 'jwilson@guaranteeglass.com'; 'kpavlik@bagatelos.com'; 'jmitchell@progr...	USF Phelan hall	Mon 2/14/2011 11:2...
To: 'Matt Daley' (1 item)		
'Matt Daley'	RE: Ashland	Thu 3/10/2011 7:27 ...
To: 'Matt Pirtle' (3 items)		
'Matt Pirtle'	RE: Ashland Youth Center	Mon 3/14/2011 1:45...
'Matt Pirtle'	RE: Ashland Youth Center	Mon 3/14/2011 1:25...
'Matt Pirtle'	RE: Ashland Youth Center	Mon 3/14/2011 1:01...
To: 'Matthew Pedonti' (1 item)		
'Matthew Pedonti'	RE: ITB - Ashland Youth Center - Alameda County	Fri 3/4/2011 7:33 AM
To: 'Mclconst@aol.com' (1 item)		
To: 'McKeown, Kellie' (2 items)		
To: Meehan, William P - (OAK) (7 items)		
To: 'MelissaD@ghilottibros.com' (1 item)		
To: mgutierrez@caldrywall.com (2 items)		
To: 'Michael Amaral' (2 items)		

West County Health Center General Requirements Trade Package 1C

Vasko, Todd - (OAK)

Sent: Tue 2/22/2011 10:17 AM

To: 'len@turnergrp.com'; 'jcorbin@corbinbuilders.com'; 'rich@villaconstruction.com'; 'bobk@roebbelen.com'; Vasko, Todd - (OAK); Owens, Michael D - (SJO)

Attn: Pre-Approved Bidders

It is our policy to provide assistance, when possible, in obtaining bonds, lines of credit and/or insurance. Should you require this assistance, please contact Todd Vasko at 510-267-8239 or by email to tvasko@tcco.com.

Please confirm receipt of this email.

Thank you.

Todd Vasko
Senior Purchasing Agent

Turner *Building the Future*
1111 Broadway, Suite 2100 Oakland, CA 94607
510-267-8239 direct

Please consider the environment before printing this email.

To-Do Bar | Wed 2:00 PM: USF Bid review MEPF | Today: 4 Tasks

329 Items

Send/Receive Status: 0[illegible] | Connected to Microsoft Exchange

Start | CLINicom - Breast... | Document1 - Micros... | 7:42 AM

Search confirmation

Vasko, Todd - (OAK)

From: lenturner1@earthlink.net
Sent: Tuesday, March 15, 2011 8:50 AM
To: Vasko, Todd - (OAK)
Subject: West County Health Center

Hi Mr. Vasco,

Thank you very much for the email a few weeks ago stating that Turner Construction is willing to help with bonding and other items that most if not all small company's need.

If we need assistance we will be sure to call.

Thanks again Len

Len Turner

(510) 618-1625 office
(510) 618-1627 Fax
(510) 719-4087 Cell
lenturner1@earthlink.net
www.turnergroupconstruction.com
www.greaternewbeginnings.org

C.34

To: **Board of Supervisors**

From: **Catherine Kutsuris, Conservation & Development Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Contract Extension with Environmental Science Associates for the Completion of an Environmental Impact Report on the Bayview Residential Project

---

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Department of Conservation and Development Director, or her designee, to execute a contract amendment with Environmental Science Associates to extend the term from April 1, 2011 to April 1, 2012, with no increase in the payment limit, for providing continued service to complete the Environmental Impact Report for the Bayview Residential Project.

FISCAL IMPACT:

None to the County General Fund. The cost for services provided under this contract is recovered by revenue received from land development application fees.

BACKGROUND:

The Department of Conservation and Development is currently engaged in preparing an Environmental Impact Report (EIR), for a General Plan Amendment, Rezoning, Final Development Plan and Subdivision proposal for an 80-acre site near the end of Central Avenue in the Vine Hill area of central Contra Costa County. The Bayview residential project consists of subdividing one parcel into 163 single family lots.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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:
March 22, 2011
David J. Twa, County

RECUSE ☐

Contact: Ryan Hernandez, 335-1206

Administrator and
Clerk of the Board of
Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

To assist staff in preparing and completing the EIR, the County entered into a contract with Environmental Science Associates, an environmental consultant. The proposed Board Order would extend the term of the contract from April 1, 2011 to April 1, 2012. The contract amount will remain unchanged. There is a continuing need for services by Environmental Science Associates and staff recommends that the Board approve and authorize an extension of time to complete the EIR process.

CONSEQUENCE OF NEGATIVE ACTION:

The contractual services of Environmental Science Associates would terminate and would not be available to complete the Environmental Impact Report for the Bayview residential project.

CHILDREN'S IMPACT STATEMENT:

No impact.

Contra Costa County
Standard Form L-8
Revised 2008

CONTRACT EXTENSION AGREEMENT
(Purchase of Services - Long Form)

Number 49787
Fund/Org# 2606
Account # 2310
Other # 5BCTRT

1. Identification of Contract to be Extended.

   Number: C49787

   Effective Date: February 27, 2008

   Department: Conservation and Development (Amendment #4)

   Subject: Preparation of an EIR for the "Bayview Subdivision (SD048809,DP043080,RZ043148, GP040007)

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: ENVIRONMENTAL SCIENCE ASSOCIATES
   Capacity: Corporation
   Address: 225 Bush Street, Suite 1700, San Francisco, CA 94104

3. Extension of Term. The termination date of the above described contract is hereby extended from April 1, 2011 to the new termination date of April 1, 2012, 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: Environmental Science Associates	Name of business entity: Environmental Science Associates
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.

Contra Costa County
Standard Form L-2
Revised 2008

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

Number C49787

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.

_____ (Seal)
Signature

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

C.35

To: **Board of Supervisors**

From: **William Walker, M.D., Health Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Purchase Order with R-Computer for printers and parts

---

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a Purchase Order with R-Computer, in an amount not to exceed $350,000 for the purchase of minor computer hardware and Hewlett Packard printers, parts and printer maintenance, for the period from April 15, 2011 through April 14, 2012.

FISCAL IMPACT:

100% Enterprise Fund I.

BACKGROUND:

Health Services Information Technology is responsible for supporting approximately 4700 computers, printers, and related hardware devices within Contra Costa County including all hospitals, clinics, Finance and Administration buildings. This is a blanket Purchase Order for minor hardware and Hewlett Packard printers, parts, and printer maintenance as needed.

Pricing structure falls under Hewlett Packard WSCA Contract # B27164-CA valid thru 8/31/2014. Quoted prices falls under Contra Costa County Purchasing Bid # 0907-004.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: David Runt, 313-6228

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: March 22, 2011

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

By: , Deputy

cc: Tasha Scott, Barbara Borbon, Karon Head

CONSEQUENCE OF NEGATIVE ACTION:

Not having these resources affects all areas supported by Health Services Information Technology including patient care.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

C.36

To: **Board of Supervisors**

From: **William Walker, M.D., Health Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Purchase Order with R-Computer for laptops

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a Purchase Order with R-Computer, in an amount not to exceed $150,000, for the purchase of Lenovo T410 ThinkPad Laptops, for the period from April 15, 2011 through April 14, 2012.

FISCAL IMPACT:

100% Enterprise Fund I.

BACKGROUND:

Health Services Information Technology standardized the Lenovo ThinkPad T410 laptop after testing a number of Lenovo models and other brands including Dell and Toshiba. The Lenovo T410 ThinkPad is a solid laptop which includes the technical specifications, reliability, and durability required for a variety of jobs within Contra Costa County including Hazardous Materials field work, patient care, mobile clinics and administration.

This is a blanket P.O. renewal with Lenovo T series laptops with reseller R-Computer. Pricing structure falls under Lenovo WSCA contract # B27168 valid thru 8/30/14. Quoted price is also in conjunction with Contra Costa County Purchasing Bid # 0907-004

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

Contact: David Runt, 313-6228

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: March 22, 2011

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

By: , Deputy

cc: Tasha Scott, Barbara Borbon, Karon Head

CONSEQUENCE OF NEGATIVE ACTION:

Not applicable.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

C.37

To: **Board of Supervisors**

From: **William Walker, M.D., Health Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Purchase Order with Meditech for Information Technology Maintenance

---

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a Purchase Order with Meditech in the amount not to exceed $160,000 for the annual maintenance of the healthcare information system, for the period of April 1, 2011 through March 31, 2012.

FISCAL IMPACT:

Enterprise Fund I.

BACKGROUND:

Meditech is a mission critical application that is primarily used by a variety of Contra Costa Regional Medical Center and Health Center staff in their daily clinical work. Contra Costa Health Services has purchased the following Meditech modules to automate manual processes, document patient care and enhance patient safety: Laboratory, Microbiology, Pathology, Blood Bank, Order Entry, Patient Care inquiry, Pharmacy, emergency Department, Patient Discharge Instructions, Data Repository, Materials Management, Magic Office and Order Entry.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: David Runt, 313-6228

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: March 22, 2011

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

By: , Deputy

cc: Tasha Scott, Barbara Borbon, Karon Head

BACKGROUND: (CONT'D)

The annual maintenance allows Contra Costa Health Services to upgrade Meditech to a later version of the system periodically or annually to ensure that Contra Costa Health Services version has up to date features, fixes and functionalities which contribute to the overall health of the system. It also allows Contra Costa Health Services Information Systems Dept staff to report and escalate system issues to Meditech for analysis and resolution.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase is not approved, the Department would not be able to provide services electronically to our patients. Meditech also handles all pharmacy requests, radiology imaging reporting and integrates with the pharmacy system at the jail. Without this system we would not be able to send medication to inmates, and in-patients.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

C.38

To: **Board of Supervisors**

From: **Catherine Kutsuris, Conservation & Development Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Contract Amendment with Environmental Science Associates for the preparation of an Environmental Impact Report for the Vasco Winds Repowering Project

---

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation & Development Director, or designee, to extend the term of Contract C45350 with Environmental Science Associates to December 31, 2011, with no increase in the payment limit.

FISCAL IMPACT:

None. The costs associated with this contract are recovered through collection of fees paid by the project applicant.

BACKGROUND:

In March 2010 the Department of Conservation & Development contracted with Environmental Science Associates to prepare an environmental impact report (EIR) for the Vasco Winds Repowering Project located in the Byron area. Preparation of the EIR has taken longer than anticipated and the contract is set to expire on March 23, 2011. DCD seeks to extend the contract to December 31, 2011, to allow adequate time to complete the EIR and ensure that another extension will not be necessary.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: Will Nelson, (925) 335-1208

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: March 22, 2011

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the contract extension is not approved, then Contract C45350 will expire on March 23, 2011.

CHILDREN'S IMPACT STATEMENT:

No impact.

Contra Costa County
Standard Form L-8
Revised 2008

CONTRACT EXTENSION AGREEMENT
(Purchase of Services - Long Form)

Number C45350
Fund/Org# 2606
Account # 2310
Other # 5BCTRT

1. **Identification of Contract to be Extended.**

   Number: C45350

   Effective Date: March 24, 2010

   Department: Conservation & Development (Amendment #1)

   Subject: To prepare an EIR for the Vasco Wind Energy Project in the Byron Area (LP082049)

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: ENVIRONMENTAL SCIENCE ASSOCIATES
   Capacity: Corporation
   Address: 1425 N. McDowell Blvd., Suite 105, Petaluma, CA 94954

3. **Extension of Term.** The termination date of the above described contract is hereby extended from March 23, 2011 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: ENVIRONMENTAL SCIENCE ASSOCIATES	Name of business entity: ENVIRONMENTAL SCIENCE ASSOCIATES
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.

Contra Costa County
Standard Form L-2
Revised 2008

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

Number 45350

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.

_____ (Seal)
Signature

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

C.39

To: **Board of Supervisors**

From: **William Walker, M.D., Health Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Purchase Order with Clarity Software Solutions, Inc.

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of Health Services Department, to execute a Change Order to Purchase Order with Clarity Software Solutions, Inc., to add $150,000 for a new total of $825,000 for continuation of printed Contra Costa Health Plan (CCHP) member materials and ID cards, for the period from July 31, 2008 through July 30, 2011.

FISCAL IMPACT:

Total cost of $825,000 is budgeted in Enterprise II and III and 100% funded by increased premium revenue.

BACKGROUND:

Contra Costa Health Plan is mandated by Department of Health Care Services, Department of Managed Health Care, and Centers for Medicare and Medicaid Services to provide legal documents explaining the contract between CCHP and its members as well as documents explaining how to use the health plan benefits for members. These documents can change regularly as laws and benefits on healthcare change. As CCHP enrollment has increased, so has CCHP's utilization of Clarity Software Solutions, Inc., to provide the mandated documents.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: Patricia Tanquary, 313-6004

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: March 22, 2011

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

By: , Deputy

cc: Tasha Scott, Barbara Borbon, Nicole Meyer

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, CCHP will not be able to continue monthly payments to Clarity Software Solutions, Inc., within the Purchase Order time period as the payment total is almost reached.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

C.40

To: **Board of Supervisors**

From: **William Walker, M.D., Health Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Contract #23-485 with Institute for Healthcare Improvement

---

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23–485 with Institute for Healthcare Improvement, a non-profit corporation, in an amount not to exceed $419,756 to provide professional consultation and technical support services to Contra Costa Regional Medical Center's (CCRMC), Chief Executive Officer, for the period from January 1, 2011 through December 31, 2011.

FISCAL IMPACT:

The Contract is funded 100% by Enterprise I funds.

BACKGROUND:

Institute for Healthcare Improvement (IHI), founded in 1991, is an organization helping to lead the improvement of heath care throughout the world. IHI works to accelerate improvement by building the will for change, cultivating concepts for improving patient care, and helping health care systems put those ideas into action. IHI offers comprehensive programs that aim to improve the lives of patients and the health of communities.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

Contact: Pat Godley 957-5410

Supervisors

By: , Deputy

cc: J Pigg, B Borobn

BACKGROUND: (CONT'D)

Under #23 485, Contractor will provide professional consultation and technical assistance services to the CCRMC's Chief Executive Officer with regard to improved care coordination systems, development of a strategic plan for integration of care delivery, optimization of management processes, programming, and streamlining of improvement initiatives that build on existing capacity, through December 31, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not be able to receive necessary technical support and consulting services with regard to quality care improvement for Contra Costa Regional Medical Center's integration systems.

To: **Board of Supervisors**

From: **Jim Kennedy, County Redevelopment Director**

Date: **March 22, 2011**

Contra Costa County

Subject: North Richmond Industrial Area Infrastructure Program

---

RECOMMENDATION(S):

As the Board of Supervisors 1) CONSENT to the allocation of $3.0 million from the Contra Costa County Redevelopment Agency to the County of Contra Costa to fund public infrastructure in the North Richmond area; 2) ADOPT findings required by Health and Safety Code Section 33445 that the allocation of Redevelopment Agency funds will be of benefit to the Redevelopment Project Area, that no other reasonably available means of financing the public infrastructure improvements are available, that the Redevelopment Agency's funding will assist in eliminating blighting conditions in the Project Area; and that the Redevelopment Agency's assistance is consistent with the adopted AB 1290 Implementation Plan; and 3) AUTHORIZE the Public Works Director or her designee to execute a Project Agreement and Work Program with the Contra Costa County Redevelopment Agency for the North Richmond Redevelopment Project area in the amount of $3.9 million with an effective date of September 27, 2010.

FISCAL IMPACT:

The total project budget is $3.9 million, of which $3.0 million are Redevelopment Agency funds. No General Funds would be utilized. All funds are budgeted under the North Richmond Redevelopment Project Area for FY 2010 -2011.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

Contact: Jim Kennedy, 925-335-7225

Supervisors

By: , Deputy

cc:

BACKGROUND:

Since the adoption of the North Richmond Project Area, one of the key obstacles to development of the employment area has been the lack of adequate backbone infrastructure-roads, drainage, utilities, etc. The existing infrastructure does not adequately address deficiencies in the area. Infrastructure challenges include, among other items: deteriorating roadways, inadequate water transmission and wastewater facilities, storm water management, and inadequate drainage. The purpose of this Agreement is to initiate a comprehensive area-wide infrastructure improvement plan for the industrial area north of Parr Boulevard. The goal is to undertake an infrastructure upgrade program to address deficiencies and prepare the employment area for redevelopment and job creation. The Work Program involves planning, design, and construction of infrastructure improvements in the industrial area. The work scope of this Project Agreement is comprised of two phases-an initial phase to affirm previous findings, analyze current infrastructure needs, provide cost estimates, identify CEQA/NEPA requirements, project schedule, and other pertinent data necessary to identify a first phase for construction, and a second phase of completing construction of priority infrastructure improvement elements for these employment generating uses consistent with available budget. The outcome of this Agreement will result in a supplemental Work Program to specifically address the most acute deficiencies in the area. These findings will become the roadmap to final design and construction of the improvements. This plan will also compliment infrastructure work already underway in the North Richmond Specific Plan area, and help gage the level of community/property owner support for participation in a public-private partnership to finance additional improvements above the budgeted threshold below.

The Project Agreement has a total expenditure amount of $3.9 million which is comprised of $3 million in Redevelopment Agency Bond proceeds and $900,000 in North Richmond Area of Benefit funds. The attached agreement allocates the $3.9 million as follows: $226,750 on the Planning Phase, and $3,672,250 on the Implementation Phase which includes actual construction of the improvements.

Health & Safety Code Section 33445 Findings

Pursuant to California Redevelopment Law, the Agency may fund public improvements owned by another public agency with the consent of the Board of Supervisors, and if the Board of Supervisors finds and determines that: 1) the public improvement will be of benefit to the project area; 2) no other reasonable means of financing the public improvement is available to the community; and 3) the public will assist in the elimination of one or more blighting conditions inside the project area; and 4) Agency assistance for the public improvement is consistent with the Agency's current Implementation Plan (Section 33445 of the Health & Safety Code)

The County Public Works Department has conducted an analysis of its financial capability to fund the activities contemplated by the public Improvement Agreement and due to the limited availability of general funds, the lack of adequate funds in local developer fee accounts (AOB funds), the State's budget crisis, and the County Public Works funding priorities, the County Public Works Department does not currently have sufficient funds to pay for the costs of the design and construction of the infrastructure improvements.

Redevelopment's funding of the North Richmond Industrial Area Infrastructure Program will assist in the revitilization of the area by addressing one of the major conditions of blight--the lack of adequate infrastructure including road, drainage, and flood control improvements. The improvements will support revitalization efforts already underway by local organizations like North Richmond Green, and the North Richmond Waste & Recovery Mitigation Committee. Their joint mission is to remove blight and combat code enforcement issues throughout the project area. However more importantly, implementation of this Program will serve as a catalyst for the industrial area, generate private investment dollars, and create jobs for the local populace.

This Project Agreement is consistent with the priorities established by the North Richmond Municipal Advisory Council and from the Agency's 2010-2015, Five Year Implementation Plan.

CONSEQUENCE OF NEGATIVE ACTION:

If the project is not approved, the infrastructure north of Parr Boulevard will continue to deteriorate and the employment generating area will not be positioned to redevelop

CHILDREN'S IMPACT STATEMENT:

No impact.

Contract #_____

CONTRA COSTA COUNTY REDEVELOPMENT AGENCY
NORTH RICHMOND PROJECT AGREEMENT AND WORK PROGRAM

Section I - AGREEMENT IDENTIFICATION

A.	Redevelopment Project Area:	
B.	Contractor Name:	Contra Costa County
C.	Contractor Address:	Public Works Department 255 Glacier Drive Martinez, CA 94553
D.	Contractor Contact:	Neil Leary
E.	Contractor Telephone:	313-2278
F.	Contractor Facsimile:	313-2333
G.	Agreement Subject:	North Richmond Industrial Area Infrastructure Program
H.	Contractor WO#:	0662-6R4105-11

Section II - PARTIES

This Agreement is made and entered into as of this 27 day of September, 2010 by and between Contra Costa County ("Contractor") through its Public Works Department and the Contra Costa County Redevelopment Agency ("Agency").

Section III - CONTRACTOR'S OBLIGATION

Contractor shall provide those services and carry out that work as described herein and in accordance with the "Project Work Program" attached hereto as Exhibit A and incorporated herein by reference, subject to the terms and conditions contained herein.

Section IV - ALLOCATION PAYMENT LIMIT

Agency's total payments to Contractor under this Agreement are estimated to be $3,000,000, described in "Cost Estimate" attached hereto as Exhibit D which is incorporated herein by reference, subject to the terms and conditions contained herein. Agency shall make payments to the Contractor described in "Payment Provisions" attached hereto as Exhibit B which are incorporated herein by reference, subject to the terms and conditions contained herein. Agency and Contractor's special provisions, if any, are described in "Exceptions" attached hereto as Exhibit E which are incorporated herein by reference, subject to the terms and conditions contained herein.

Section V - GENERAL CONDITIONS

This Agreement is subject to the "General Conditions" attached hereto as Exhibit C, and incorporated herein by reference.

Section VI - TERMS

The effective date of this Agreement is September 27, 2010, and it terminates 90 days after final payment to construction contractor unless sooner terminated as provided herein.

Section VII - NOTICES

Any notice which may be required under this Agreement shall be in writing, shall be effective when received to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto:

Agency

James Kennedy, Redevelopment Director
Contra Costa County Redevelopment Agency
2530 Arnold Drive, Suite 190
Martinez, CA 94553

Contractor

Julia R. Bueren, Director
Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553

AGENCY:

CONTRA COSTA COUNTY
REDEVELOPMENT AGENCY

By: _____
James Kennedy
Redevelopment Director

CONTRACTOR:

CONTRA COSTA COUNTY
PUBLIC WORKS DEPARTMENT

By: _____
Julia R. Bueren
Public Works Director

FORM APPROVED: County Counsel

EXHIBIT A

CONTRA COSTA COUNTY REDEVELOPMENT AGENCY
NORTH RICHMOND REDEVELOPMENT PROJECT AREA
PROJECT WORK PROGRAM

A. **PROJECT DESCRIPTION**

The North Richmond Industrial Area, a portion of the North Richmond Redevelopment Area, consists of parcels north of San Pablo Creek and west of the Richmond Parkway. The basic plan is to undertake an infrastructure upgrade program to address deficiencies and prepare the region for redevelopment. The area currently has a range of light industrial, heavy industrial and service commercial uses. This Work Program involves planning, design, and construction of infrastructure improvements in the industrial areas. Previous studies have identified the need for public improvements including, among other items: a public drainage system, flood control/levee protection, traffic & roadway improvements, storm water management, and a long term operation & maintenance plan The purpose of this Project Agreement is to affirm previous findings, analyze current infrastructure needs, provide preliminary cost estimates, and a phasing plan, prepare an infrastructure report, secure CEQA approval, project management, develop construction bid documents including plans, specifications and estimate, advertise and award Phase I project, provide construction administration services including inspection through completion of construction, and all other pertinent data necessary to initiate and complete an infrastructure improvement program, or an agreed upon portion thereof, for these employment generating uses. The outcome of this Project Agreement will result in future Work Programs to address the most acute deficiencies in the area. This plan should also be complimentary to infrastructure work already underway in the North Richmond Specific Plan area. The intent is to install the basic backbone infrastructure necessary to stimulate development, and to attract private investment dollars and participation by local property owners in a public-private partnership to finance a more comprehensive area-wide infrastructure improvement program. This initiative is consistent with the priorities recently established by the North Richmond community and from the Agency's 2010-2015, Five-Year Implementation Plan.

A detailed scope of work is attached as Exhibit G.

B. **PROJECT TIME SCHEDULE/DRAW SCHEDULE**

Time Schedule for the above Project indicating when major activity items are expected to be undertaken and completed is attached as Exhibit F.

The Costs Estimate for each task associated with the project is attached as Exhibit D.

C. **CONTRACTOR'S DETAILED EXPENDITURE SCHEDULE**

Contractor: Contra Costa County Public Works Department

Budget Period: 9/27/2010 to end of construction plus 90 days.

	(a)	(b)	(c)	(d)
	Agency Funds-$	+ Agency Funds -$	+ Other Funds-$	= Total
Budget Item	(Non-Bond Proceeds)	(Bond Proceeds)		
Industrial Area Infrastructure Program		$3,000,000	$900,000*	$3,900,000
TOTAL		$3,000,000	$900,000	$3,900,000

Notes: (a) Items to be funded by Agency funds - non-Bond proceeds.
(b) Items to be funded by Agency funds - Bond proceeds.
(c) Estimate of other necessary expenditures funded with non-Agency monies; and indication of anticipated sources.
(d) Contract Payment Limit, by source, for project.

* North Richmond AOB Funds can be spent on project costs associated with road and drainage improvements to Parr and Goodrick except for utility work, landscaping, sidewalks, and street lights. AOB-eligible project costs include design, environmental, surveys, right of way engineering and acquisition, construction engineering, and construction contract items

D. PROGRAM MONITORING

Contractor shall report at least quarterly (or more frequently if requested by the Agency) to the Agency the status of funds expended, balances remaining, and a narrative of the Project status relative to the stated Work Program, and budget schedule.

E. PERFORMANCE STANDARDS

The following performance standards will be applied in implementing the Work Program.

1. If Agency funds are used for construction, provide one (1) set of the bid documents to the Agency. Bid documents to include at a minimum plans, specifications, and quantity sheets. Upon award of the construction contract, Contractor shall provide one (1) copy of the executed construction contract and the bid schedule of the successful bidder complete with unit prices and total award amount.

2. Contractor shall follow the current Contra Costa Board of Supervisors Policy regarding Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), Small Business Enterprises (SBE), and Local Business Enterprises (LBE).

3. Contractor shall notify applicable local employment and referral agencies in Contra Costa County of employment opportunities for Agency funded projects and maintain documentation of such efforts. The Board of Supervisors adopted, on April 3, 1984, an "Initial Resource" policy for employers to assure continuing employment opportunities to economically disadvantaged and unemployed residents of the County.

4. Contractor shall be responsible for evaluation of prospective consultants and contractors and subsequent award of work consistent with this Agreement.

5. Contractor shall be responsible for the Project and shall provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of the budget herein.

6. If the Project involves construction, Contractor shall install a sign approved by the Agency, that identifies the Agency as a funding source, no later than 30 days after the commencement of construction. The Agency's role shall be acknowledged in any advertisements, brochures, or news releases to the media.

7. If the Project involves real property acquisition, Contractor shall follow the requirements of State law, and the Federal Uniform Acquisition and Relocation Assistance Act.

8. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

9. Integration. The Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

10. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

11. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

12. Binding on Successors, Etc. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the Agency. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

13. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination 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.

14. Counterparts. This Agreement may be executed in counterparts.

15. Survival. The following provisions in this agreement shall survive discharge:

    (a) Exhibit C, Paragraphs 3 and 4 (Records and Retention of Records);

    (b) Exhibit B, Paragraphs 8 and 9 (Audits and Audit Exceptions).

EXHIBIT B

PAYMENT PROVISIONS

1. **Payment Basis**. Agency shall in no event pay to the Contractor a sum in excess of the total amount specified in the Payment Limit of this Agreement. Subject to the Payment Limit, it is the intent of the parties hereto that the total payment to Contractor for all services provided for Agency under this Agreement shall be only for costs that are allowable costs (see Paragraph 3 below) and are actually incurred in the performance of Contractor's obligations under this Agreement. Contractor shall notify Agency in writing if the low bid on the construction contract exceeds the Agency's payment limit. The construction contract shall not be awarded unless the Agency agrees in writing.

2. **Payment Amounts**. Subject to later adjustments in total payments in accordance with the below provisions for Cost Report and Settlement, Audits, and Audit Exceptions, and subject to the Payment Limit of this Agreement, Agency will pay Contractor an amount equal to Contractor's allowable costs that are actually incurred, but subject to "Contractor's Detailed Expenditure Schedule" contained in the Project Work Program.

   Agency's payment to the Contractor for Preliminary Engineering Utility Coordination, Advertising and Awarding Contract, Construction Engineering, and Right of Way Engineering necessary to complete the scope of work as described in this agreement shall not exceed the estimated amounts as shown on the "Contractor's Detailed Expenditure Schedule" contained in the Project Work Program and Exhibit D. Costs exceeding these amounts shall be the responsibility of the Contractor unless the costs are due to a change in the scope of work mutually agreed to by the Agency and the Contractor in writing. Any work or services in addition to the work or services described in Exhibit A shall be performed by the Contractor according to a rate mutually agreed on prior to commencement of the extra work. In no event shall Contractor be entitled to compensation for extra work unless a written authorization or change order describing the extra work and payment terms has been executed by the Agency prior to the commencement of the work.

   The Contractor shall notify Agency of any cost increases beyond the estimated amounts as shown on the "Contractor's Detailed Expenditure Schedule" contained in the Project Work Program, and Exhibit A for Real Property Labor, Right of Way Acquisition, Environmental Labor, and Construction Costs. The Contractor and the Agency shall endeavor to agree upon an alternative project budget and financing prior, to be incorporated into "Contractor's Detailed Expenditure Schedule" contained in the Project Work Program (Exhibit A), prior to proceeding with the work. If, after 30 days, an alternative Project budget and financing plan is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent pursuant to Exhibit C, Item 5(d).

3. **Allowable Costs**. Contractor's allowable costs are only those which are determined in accordance with California Redevelopment Law (Health & Safety Code, Section 33000 et seq.) as may be revised and amended. All of the aforesaid documents are by this reference incorporated herein.

4. **Payment Demands**. Contractor shall submit a written request to the Agency for payment in accordance with the above. Contractor requests shall be in the form of a memorandum describing the services performed, materials used, and the work order number/contract number, and such additional detail as necessary to support the request. Contractor shall submit said memoranda for payment for services rendered no later than 90 days from the completion of all aspects of the Project. Contractor requests will be reviewed by the Agency for consistency with the Work Program and budget (Exhibit A). After approval by the Agency, the memorandum will be forwarded to the County Auditor's Office, authorizing payment to the Contractor.

5. **Right to Withhold**. Agency has the right to withhold payment to the Contractor by Agency notifying Contractor in writing if (a) the Contractor has failed to perform its duties under this Agreement, or has insufficiently documented same, or (b) the 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 demands for payment.

6. **Payment Adjustments**. If any funds are expended by the Contractor in violation of any of the terms and conditions of this Agreement, Agency may make necessary adjustments in payments to Contractor on account of such unauthorized or illegal expenditure. No such action taken by Agency shall entitle Contractor to reduce salaries, wages, or supportive services for any participant or to expend less during the effective period of this Agreement than those sums called for in the Project Work Program. Any such reduction in expenditures may be deemed sufficient cause for termination. Contractor shall reimburse Agency for any allocated monies which are expended in violation of this Agreement or used for unauthorized or illegal expenditures.

7. **Cost Report and Settlement**. No later than ninety (90) days following the termination of this Agreement, Contractor shall submit to Agency a cost report in the form required by Agency, showing the allowable costs that have actually been incurred by Contractor under this Agreement. If said cost report shows that the allowable costs that have actually been incurred by Contractor under this Agreement exceed the payments made by Agency pursuant to Paragraph 2 (Payment Amounts) above, Agency will remit any such excess amount to Contractor, but subject to Payment Limit of this Agreement. If said cost report shows that the payments made by Agency pursuant to Paragraph 2 (Payment Amounts) above exceed the allowable costs that have actually been incurred by Contractor under this Agreement, Contractor shall remit any such excess amount to Agency.

8. **Audits**. The records of the Contractor may be audited by the Agency, County or State government, in addition to any certified cost report or audit required by Paragraph 7 (Cost Report and Settlement). Any certified cost report or audit required by Paragraph 7 shall be submitted to Agency by Contractor within such period of time as may be expressed by applicable State law, regulations, policies or contracts, but, in no event later than 18 months from the termination date of this Agreement. If such audit(s) show that the payments made by Agency pursuant to Paragraph 2 (Payment Amounts) above exceed the allowable costs that have actually been incurred by Contractor under this Agreement, including any adjustments made pursuant to Paragraph 7 (Cost Report and Settlement) above, then Contractor agrees to pay to Agency within 30 days of demand by Agency any such excess amount. If such audit(s) show that the allowable costs that have actually been incurred by Contractor under this Agreement exceed the payments made by Agency pursuant to Paragraph 2 (Payment Amounts) above, including any adjustments made pursuant to Paragraph 7 (Cost Report and Settlement) above, then Agency agrees to pay to Contractor any such excess amount, but subject to Payment Limit of this Agreement.

9. **Audit Exceptions**. In addition to its obligations under Paragraph 8 (Audits) above, Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate County, Agency or State agencies occurring as a result of its performance of this Agreement. Contractor also agrees to pay to the Agency within 30 days of demand by Agency the full amount of the Agency's liability, if any, to the State government resulting from any audit exceptions, to the extent such are attributable to the Contractor's failure to perform properly any of its obligations under this Agreement.

10. **Extra Work.** Any work or services in addition to the work or services described in Exhibit A shall be performed by the Contractor according to a rate mutually agreed on prior to commencement of the extra work. In no event shall Contractor be entitled to compensation for extra work unless a written authorization or change order describing the extra work and payment terms has been executed by the Agency prior to the commencement of the work.

EXHIBIT C

GENERAL CONDITIONS

1. **Compliance with Law**. Contractor shall submit to and comply with all Federal, State and local laws and regulations applicable to public agencies with respect to its performance hereunder.

2. **Inspection**. Contractor's performance, place of business and records pertaining to this Agreement are subject to monitoring, inspection, review and audit by authorized representatives of the Agency, the County, and the State of California.

3. **Records**. Contractor shall keep and make available records for inspection by authorized representatives of the Agency, County, and the State of California during the Contractor's regular business hours pertaining to this Agreement and such additional records as may be required by the Agency.

4. **Retention of Records**. The Contractor and Agency agree to retain all documents pertaining to this Agreement for three years from the date of final payment to the Construction Contractor, except as follows:

   (a) Records that are the subject of audit findings shall be retained for three years after such findings have been resolved.

   (b) Records for any displaced persons shall be retained for three years after (s)he has received final payment.

5. **Termination**.

   (a) Failure to Perform. In the event the Contractor fails to perform properly any of its obligations hereunder and such failure of performance is not cured by the Contractor within thirty (30) days after receipt of written notice from the Agency, the Agency may, in addition to any other remedies, complete the Contractor's obligations in any reasonable manner it chooses, take possession of any real or personal property associated with the Project, and construct, operate or maintain the Project as the Agency may deem necessary to fulfill requirements of the adopted Redevelopment Plan. The Contractor agrees to reimburse the Agency for any costs or expenses incurred by the Agency because of said failure to perform and also agrees to convey title to any real property acquired by Contractor with Project funds should Agency request such title.

   (b) Cessation of Funding. In the event the Agency funding for this Agreement ceases, this Agreement is terminated.

   (c) Failure by the Contractor to perform properly any of its obligations under this Agreement may be cause for suspension of all obligations of the Agency thereunder.

   (d) If termination of this Agreement is by mutual consent, the Agency and Contractor will bear a proportional share of all costs relative to the committed financing incurred prior to termination.

6. **Entire Agreement**. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall 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 Agreement including, but not limited to, monitoring, auditing, billing or regulatory changes, may be developed and set forth in written "Informal Agreement" entered between the Contractor and the Agency. Such "Informal Agreements" when entered shall not be modifications to this Agreement except to the extent that they further detail or clarify that which is already required hereunder.

Further, any "Informal Agreement" entered may not enlarge in any manner the scope of this Agreement, including any sums of money to be paid the Contractor as provided herein. "Informal Agreements" may be approved for, and executed on behalf of the Agency by the Agency Executive Director or his Designee.

8. **Modifications and Amendments**.

(a) General Agreements. This Agreement may be modified or amended only by a written document executed by the Contractor and the Agency.

(b) Administrative Amendments. Subject to the Payment Limit, only the Payment Provisions and the Project Work Program may be amended by a written administrative amendment executed by the Contractor and the Agency Executive Director or his Designee, provided that such administrative amendments may not materially change the Payment Provisions or the Project Work Program.

(c) Extension of Term for Performance. Without requiring Contractor to provide consideration in addition to that supporting this Agreement, the Agency may grant Contractor an extension of time for performance, beyond that time specified above under Section VI - TERMS. Any such extension must be in writing and shall be at the sole discretion of the Agency.

9. **Disputes**. Disagreements between the Agency and Contractor concerning the meaning, requirements, or performance of this Agreement shall be mutually resolved and subject to final determination in writing by the Executive Director of the Agency. Neither party shall understandably withhold its consent to implementation and accomplishment of the overall purpose for which this Agreement is drafted.

10. **Retained Powers**. All powers not explicitly invested in the Contractor remain in the County.

EXHIBIT D

COST ESTIMATE

Contra Costa County
Public Works Department

Project Name: Industrial Area Infrastructure Program
Project Location: North Richmond
Date of Estimate: September 27, 2010
Prepared By: Neil Leary

I. Planning Phase:

Task No.	Task	Cost
1.1	Project Management	$17,500
1.2	Research/Data collection	$14,000
1.3	Meeting-Decision Point	$7,000
1.4	Prepare Infrastructure Report ___	
1.4.a	Prelim Road Design	$35,000
1.4.b	Utility Coordination	$17,500
1.4.c	Environmental- Phase 1 Site Assessment	$18,500
1.4.d	Right-of-Way-Analysis	$7,000
1.4.e	Hydrology/Hydraulic Study	$45,500
1.4.f	Infrastructure Report & Cost Estimate	$31,500
1.5	Phasing Plan	$33,250
	Subtotal Planning Phase	$226,750

II. Implementation of Phase I of Program:

Task No.	Task	Cost
2.1	Design	$46,000
2.2	Environmental	$200,000
2.3	Real Property	$230,000
2.4	Surveys/Right-of-Way Engineering	$120,000
2.5	Construction Engineering	$315,000
--	Contract Items	$2,100,000
--	Contingency	$248,250

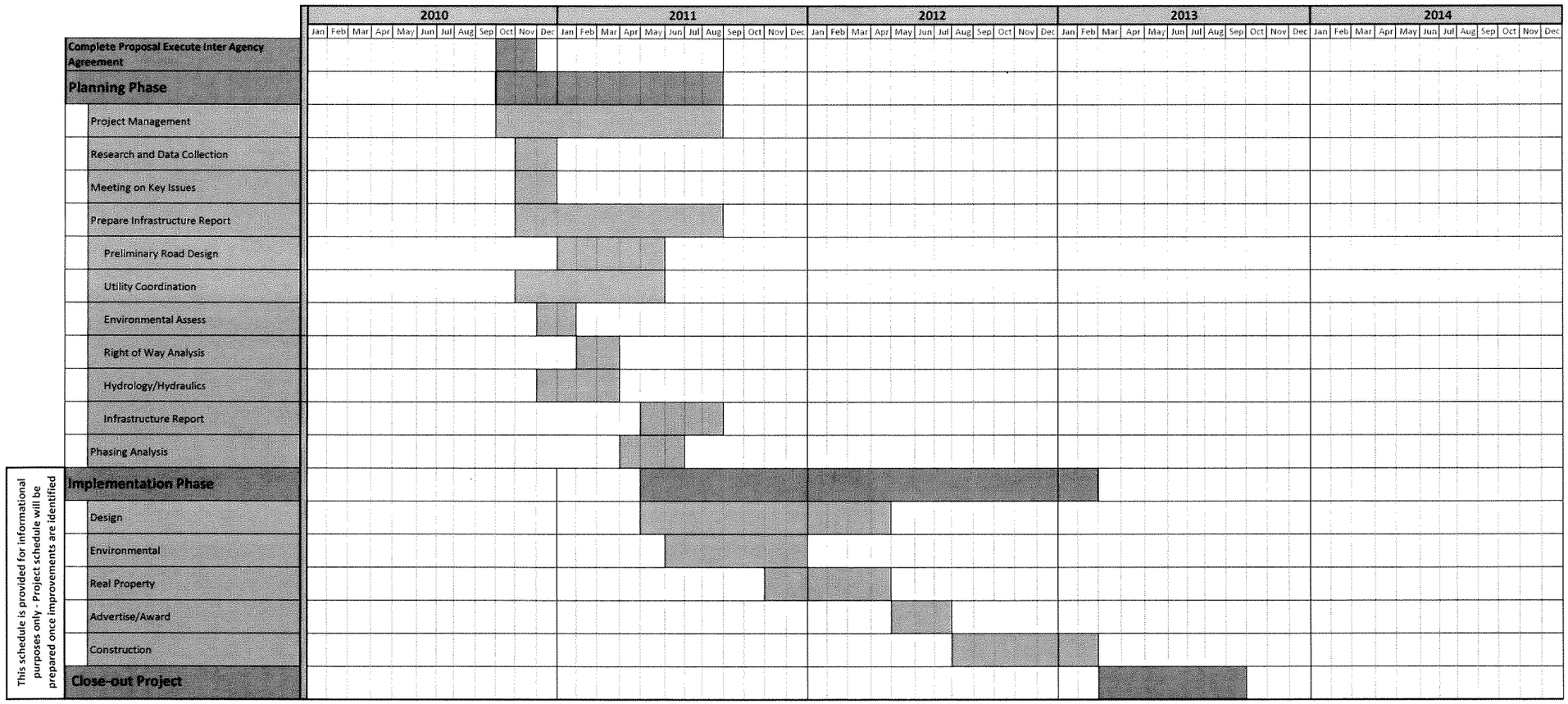
TOTAL BUDGET **$3,900,000**

EXHIBIT E

EXCEPTIONS

EXHIBIT F
NORTH RICHMOND INFRASTRUCTURE PROGRAM
Project Schedule

Schedule Prepared: 11/4/10



Notes/Assumptions:

* No Condemnation, quick agreements with property owners, minimal right of way acquisition.
* Environmental does not involve NEPA - no regulatory permits needed.
*Schedule to be revised following establishment of Phase 1 scope of work.

Exhibit G

Scope of Work
North Richmond Infrastructure Project

1. PLANNING PHASE:

The planning phase of the project provides for the planning and preliminary engineering related to the North Richmond Infrastructure Project. The planning phase for the North Richmond Infrastructure Project focuses improvements on two roadways: Parr Boulevard and Goodrick Avenue, and includes two primary deliverables: a. Parr/Goodrick Infrastructure Report and b. Phasing Plan.

The Infrastructure Report for Parr Boulevard and Goodrick Avenue (Report) is intended to be the roadmap to final design and a tool to assist in aggressively competing for grant funds. The Report will focus on engineering and planning to provide the backbone roadway infrastructure (primarily improvements to Parr Boulevard and Goodrick Avenue) and identify any barriers that would deter future development projects in the North Richmond Industrial Area.

The Phasing Plan will break-out a smaller, "phase 1" project that could be constructed with the available funding. A "phase 2" project will also be proposed, but with less detail than the phase 1 proposal.

The following tasks are included in the planning phase:

1.1 Project Management
1.2 Research and Data Collection
1.3 Milestone Meeting Decision Point Discussion
1.4 Prepare Parr/Goodrick Infrastructure Report
    a. Preliminary Road Design
    b. Utility Coordination
    c. Environmental Research
    d. Right of Way Analysis
    e. Hydrology and Hydraulic Study.
    f. Prepare Infrastructure Report and Cost Estimate
1.5 Prepare Phasing Plan

1.1 Project Management

The project management task will include multi-jurisdictional and inter-department coordination required to organize the various elements to provide a more cohesive preliminary design, estimate, and schedule. Typical activities anticipated under the Project Management category include: coordination efforts with the Supervisor's Office, Agency, community groups, County agencies and utilities. It also includes charting budgets and schedules, preparation of progress reports, and various communication efforts.

It is difficult to estimate man hours for this task as the number of agencies and issues involved may vary significantly. Hours required which exceed the estimate above will require an amendment to the services contract.

Deliverable: Updates to Agency as necessary

582

Work effort: 10 hrs per month x 10 months = 100 hrs

1.2 Research and Data Collection

A substantial volume of reports and data have been completed in the vicinity of the study area. This task will include becoming familiar with information provided in the following reports:

- Final Report – North Richmond Redevelopment Project Area Study
- North Richmond Specific Plan (Existing Conditions and Environmental Settings)
  - Issues, Opportunities/Constraints, and Assumptions Memorandum
  - Utility and Infrastructure Technical Memorandum
  - Traffic and Circulation Technical Memorandum
- Transportation Division past files and alignment studies for Goodrick and Parr Blvd
- Hydrology & Hydraulic Analysis by RJA (Have not located this report yet, but understand it exists).

After completing the initial research, provide a summary of "key assumptions and outstanding issues" to be confirmed or addressed prior to project scoping. The items included in this memo will provide the primary concepts to be confirmed from the previous studies. This would include confirmation of assumptions related to trip generation, land use, drainage assumptions, etc. This memo should also indicate where the information provided in the previous studies was not sufficient or where there is additional risk if the preliminary data is utilized without further analysis.

Deliverable:	Memo on Key Assumptions and Outstanding Issues	
Work Effort:	Data Research	60 hrs
	Prepare memo (key assumptions/outstanding issues)	20 hrs
		80 hrs

1.3 Milestone Meetings – Decision Point Discussions

After a cursory review of the documents listed above, it is noted that there are some inconsistencies between reports. It is assumed that a meeting will be required to resolve outstanding issues or confirm assumptions. For example, Parr Boulevard is identified in the North Richmond Final Report as a proposed standard four lane arterial; however, file drawings at the Public Works Department indicate that Parr Boulevard should ultimately be a three lane collector. Another issue to be resolved is how to allow flexibility in the design as the land use scenarios are currently undecided which affects trip generation and road design. The information developed through the data collected in Task 1.2 will be provided to help resolve these issues.

It is assumed that one meeting will be adequate to confirm direction for the project team. Substantial effort will be required for meeting preparation to provide concise and complete assessment of advantages and disadvantages for each decision point.

*If resolving these items require preparation of additional technical reports, alternative studies, or general research, this will be considered an additional services request.

583

Deliverable: One Milestone Decision Meeting

Work Effort:	Meeting Prep	30 hrs
	One meeting	10 hrs
		40 hrs

1.4 Prepare Parr/Goodrick Infrastructure Report

The following sub-tasks will be incorporated into the Infrastructure Report. The Report will provide preliminary design, proposed right of way, and cost estimates for the ultimate road configuration for Parr Boulevard and Goodrick Avenue. The report will also address any potential barriers to development related to limitations in the existing infrastructure. The limits of the project include 0.85 miles on Parr Boulevard from the Richmond Parkway to Union Pacific Railroad, and 0.40 miles on Goodrick Avenue from Parr Boulevard to Richmond Parkway.

1.4.a Preliminary Road Design

A preliminary horizontal and vertical alignment will be proposed as well as typical cross sections intermittently along the length of Parr Blvd (between the Richmond Parkway and the Union Pacific Railroad. Goodrick Avenue will ultimately be realigned at the intersection with Parr Boulevard to align with 3rd Street to the south. The primary parcel to be acquired with the realignment of Parr Boulevard is a superfund site with known contamination issues. It is proposed that a Phase 1 Assessment be performed by a consultant, along with proposed construction measures required to address the hazardous materials during construction. Based upon the results of the Phase 1 Assessment, Agency will be consulted to determine if the planning efforts on Goodrick Avenue, included with this report should continue as anticipated, with design on Goodrick remaining at a cursory level, OR if a Phase 2 Assessment would be added to the scope in order to quantify the cost of coping with hazardous materials. The current proposal assumes a Phase 1 Assessment and Alternatives Study for Goodrick.

The preliminary road design will include consideration of logical Phase 1 improvements versus ultimate road improvements, but the break-out of the Phase 1 improvements will be provided in Task 1.5, Phasing Analysis. The preliminary road design will also provide information for Agency to consider when assessing the preferred land use scenario or considering ultimate improvements required with site specific developments. The ultimate road configuration will be determined based upon the traffic analysis research from Task 1.2 and design decisions will be consulted with Agency through Task 1.3.

A primary issue to discuss will be the overall street concept related to priority on walk ability, transit, clean water BMP's and truck use. Photos or renderings will be provided to Agency to assist in the decision making for the street concept.

Once the main concepts have been resolved, further design will be performed to layout the proposed edge of traveled way, edge of pavement, coordination with utility locations, drainage improvements and resulting right of way limits. A concept will be proposed on whether road widening will be symmetrical or shifted to one side of the road, dependent upon the right of way analysis and the most cost effective alignment.

584

This road design task will incorporate the results from all the other tasks with the deliverable being a road layout/exhibit at 1"=100' with annotations to identify major constraints or design features. Contractor's staff will keep Agency informed on any outstanding issues to be resolved in final design, such as refinements of the road layout based upon the detailed design survey or adjustments to cost or construction methods based on the results of the Phase 2 Environmental Assessment.

Deliverables: Roadway Layout exhibit and cross sections Parr Boulevard;
Alternatives Technical Memo for Goodrick Avenue.

Work Effort:	
Roadway layout for Parr Blvd and R/W determination	70 hrs
Alternatives Study (Goodrick Avenue)	30 hrs
Vertical alignment	10 hrs
Cross Section alternatives	30 hrs
Quality control/oversight	40 hrs
Drafting	20 hrs
	200 hrs

1.4.b Utility Coordination

After detailed review of the Utility and Infrastructure Technical Memorandum, prepared in May 2008, meet with individual agencies to determine the remaining lifespan and capacity of the existing infrastructure to determine if the ultimate improvements can be deferred past Phase 1 construction, until the ultimate road improvements are constructed. The Utility Technical Memorandum for the Specific Plan Area (between San Pablo and Wildcat Creek) states that improvements and/or upgrades are required for every utility that exists in the study area. This task will require coordination with the service providers and Agency to discuss funding mechanisms and opportunities to defer improvements while efficiently managing the road disturbance to minimize trench work.

This task will also include a detailed inventory of existing utilities and the proposed location of additional lines for capacity, upgrades, and phasing options. This information will be summarized in text and mapping. A typical street cross section will be provided with a general guideline for utility locations as they relate to the existing, proposed, and ultimate cross section of public improvements. This inventory and coordination will be initiated with a project notice letter, and continue with a series of meetings to discuss comments, and confirmation of the proposed location, size, phasing and funding of the utility improvements.

It is estimated that these efforts will be significant and critical to assuring that the barriers are removed that could have deterred development in the past. The critical aspect of this task is to allow deferment of costs until the utility upgrades are necessary, so that funds can be available in Phase 1 for surface improvements which will provide the visual energy to begin revitalization. Assume 20 hrs of research and coordination per utility for sewer, water, electrical/gas, and cable/phone.

585

Deliverable: An exhibit for existing condition, phase 1 improvements, and ultimate utility service. As land use assumptions are somewhat undecided, the ultimate services exhibit may be left in draft stage.

Work Effort:

Research and Coordination	- Domestic Water	20 hrs
Research and Coordination	- Sewer	20 hrs
Research and Coordination	- gas/electric	20 hrs
Research and Coordination	- cable/phone	20 hrs
Drafting		20 hrs
		100 hrs

1.4.c Environmental Research

One of the first tasks to be initiated with the Infrastructure Report will be a request to an environmental consultant currently on retainer with the County to perform a Phase 1 Assessment for the Study Area. With a known superfund site in the vicinity, feedback from a Phase 1 Assessment will help quantify costs related to any roadway excavation, utility trench work, or grading of the adjacent lots. This information will be critical in budgeting for the ultimate improvements as well as understanding the ramification of regional drainage improvements which may require either levee work, detention basin excavation, or other sub grade improvements. If the on-site material is considered contaminated, it could significantly affect the cost and it may be beneficial to amend the design to limit excavation work.

Agency will be consulted on the results of the Phase 1 Assessment to determine if more accurate data is preferred during the planning process or if it would be deferred to the design phase.
It is assumed that the other detailed environmental studies related to biological, cultural, archeological impacts or regulatory permits will be prepared during the Design stage of the project. ; However, additional services can be added if Agency requests additional environmental studies with the planning stage.

Deliverable: Phase 1 Assessment (may be performed by Agency or Contractor depending on available contracts.)

Work Effort: Consultant Contract Estimate $ 15,000
Environmental Management 20 hrs

1.4.d Right of Way Analysis

This task relates to the task of researching right of way history, confirming the underlying title holder and estimating the cost of acquisition for alternative alignments. Information would be provided in a technical memorandum to estimate right of way cost or to perform a cost comparison of alignment or phasing alternatives.

Deliverable: Right of Way Analysis Memo with cost estimate.

Work Effort: Real Property Agent 40 hrs

586

1.4.e Hydrology and Hydraulic Study

One of the record documents in Task 1.2 indicates that RJA Consultants have prepared a hydrology and hydraulic report for the project area. This task will require reviewing this report, consultation and research by the Flood Control District and identification of the next steps required in the local AND regional drainage design for the study area. This item along with the analysis of the hazardous materials appears to have the greatest impact on the ultimate design cost.

A drainage report will be prepared which proposes drainage infrastructure to accommodate the 10, 25 and 100 year anticipated design storm for the existing and proposed conditions. This will help determine if the improvements are required at Phase 1 or could be deferred. The technical memo and exhibits will include sizing of the proposed facilities required to convey the local runoff from the project site for both a curb and gutter configuration and a roadside ditch configuration. The study should also propose improvements required to address regional flooding issues. This section of the report should provide a qualitative comparison of the cost to build levees, flood walls, or other regional improvements to remove the project area from the 100 year floodplain, as well as the option to avoid the cost of regional drainage infrastructure and instead construct future floor elevations of the proposed buildings above the 100 year flood elevation.

The drainage report as proposed is a significant work effort, intended to identify the major constraints that historic drainage issues in this area could present when looking at ultimate buildout of the area. This type of data will provide the most reliable information related to ultimate cost of infrastructure.

Deliverable: Drainage Report

Work Effort:	
Review of existing data	40 hrs
Hydrology Study	40 hrs
Hydraulic Study	60 hrs
Consider FEMA req'mts	40 hrs
Prepare tech memo	40 hrs
Quality Control	40 hrs
	260 hrs

1.4.f Prepare Parr/Goodrick Infrastructure Report and Cost Estimate

An Infrastructure Report will be prepared to include the proposed roadway layout, technical data, and cost estimates. The Report will specify project constraints and provide a roadmap for future improvements and for RDA and/or developers to utilize when penciling out the project costs. The report will be prepared in draft form and routed to internal staff as well as utilities, Agency, and the Supervisor's Office. The report will be finalized with an effort to create a usable

document for technical information and future design steps. An executive summary can be provided in layman's terms for future use in community meetings or advisory groups.

Cost estimates will be prepared to include construction costs as well as soft costs. The Final Report for the North Richmond Redevelopment Project Area will be used as reference; but the cost estimate format will be the typical Public Works format. The cost estimate will be prepared for one scenario for ultimate improvements to Parr Boulevard and Goodrick Avenue. Other alternatives can be considered as requested by Agency.

Deliverable: Draft and Final Infrastructure Report; Cost Estimates

Work Effort:	
Prepare Draft Report and Exhibits	40 hrs
Prepare Cost Estimate	40 hrs
Review and Route draft report	40 hrs
Finalize Report	60 hrs
	180 hrs

1.5 Phasing Plan

Contractor will prepare a phasing analysis, recognizing that the available funding is currently $3.9 million. A second Milestone meeting will be held with Agency to discuss the options for infrastructure improvements to arrive at the targeted Phase 1 funding. Preparation for this meeting will include a summary memo of Phase 1 options with cost estimates. Once Contractor receives confirmation by Agency on the desired Phase 1 features, the Phase 1 report will be prepared. This report or technical memorandum will identify the project description and design assumptions for Phase 1 and an associated layout and cost estimate. A phase 2 project will also be proposed; however, the focus of the meeting and confirming the phased scope will be focused on the Phase 1 project.

Deliverable: Phasing Plan

Work Effort:	
Prepare Phase 1 Alternatives and Cost estimates	120 hrs
Milestone Meeting and prep	40 hrs
Quality Control	30 hrs
	190 hrs

2. IMPLEMENTATION PHASE:

The implementation phase of the project provides for the design and construction of the Phase 1 project that is developed in the Planning Phase of this Program and includes the following tasks: Design, Environmental, Real Property Acquisition, Surveys/Right of Way Engineering, Construction Engineering, and Construction.

The Implementation Phase will be developed in greater detail including identification of deliverables following the conclusion of the Planning Phase of this project when the scope of the Phase 1 project is defined.

588

2.1 Design

The design tasks includes the preparation of plans, specifications, and estimate in accordance with County and State design standards; coordination with utilities, project management, coordination with Environmental and Real Property groups.

2.2 Environmental

The environmental tasks include preparation of the environmental document under the California Environmental Quality Act (CEQA), and acquisition of permits, as needed. The Agency will provide the environmental tasks for this program unless the complexities of the environmental issues require the Contractor's expertise.

2.3 Real Property

The real property tasks may include real property appraisals, researching property rights and title reports, negotiations with property owners, and acquisition of land rights.

2.4 Surveys/Right of way Engineering

Survey tasks include obtaining topographaphy and setting survey control. Right of way engineering tasks may include researching property right information, determining existing property boundaries, developing plat and legals for proposed land acquisitions.

2.5 Construction Engineering

Construction Engineering tasks include administering the project through the construction phase and inspecting and accepting the work for compliance with project design requirements.

C.42

To: **Board of Supervisors**

From: **Catherine Kutsuris, Conservation & Development Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Substantial Amendement to CDBG Action Plan - Change in Location for West Contra Costa Business Development Center's Culinary Business Incubator

---

RECOMMENDATION(S):

1. APPROVE West Contra Costa Business Development Center's request to change the location of the proposed Culinary Business Center Incubator Project, which was allocated $100,000 of FY 2008/09 Community Development Block Grant-Recovery (CDBG-R) funds, from a building located in the City of Richmond to a building located at 812 San Pablo Avenue, in Pinole.

2. APPROVE the CDBG-R Substantial Amendment to the Contra Costa County FY 2008/09 CDBG Action Plan and AUTHORIZE the Deputy Director-Redevelopment to submit the amendment to the U.S. Department of Housing and Urban Development (HUD).

3. AUTHORIZE the Conservation and Development Director, or designee, to enter into a contract with the West Contra Costa Business Development Center, in the amount of $100,000 for the build-out/rehabilitation of the building located at 812 San Pablo Avenue, Pinole for the Culinary Business Center Incubator, with the term of April 1, 2011 to December 31, 2011.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: Gabriel Lemus (925) 335-7229

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: March 22, 2011

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

By: , Deputy

cc:

FISCAL IMPACT:

No General Fund impact. All funds are provided to the County on a formula basis through the U.S. Department of Housing and Urban Development (HUD). The CDBG-R funds are part of the stimulus package approved by the federal government under the American Recovery and Reinvestment Act of 2009. CFDA# 14.253 (CDBG-R Program)

BACKGROUND:

In June 2009, the County received a special supplemental allocation of $929,719 in Community Development Block Grant (CDBG) funds under the American Recovery and Reinvestment Act of 2009 (CDBG-R). The Board of Supervisors (Board) approved allocating these funds to 14 projects, including awarding $100,000 to the West Contra Costa Business Development Center (WCC BDC) to support the build-out/rehabilitation of a building for a Culinary Business Center Incubator (CBC Incubator).

The WCC BDC is a nonprofit corporation that assists in fostering entrepreneurship opportunities for low-income persons. The WCC BDC's goal is to help businesses grow, create job opportunities, and generate a renewed sense of economic activity in the communities of west Contra Costa County. As part of their overall goal of fostering entrepreneurship opportunities, the WCC BDC proposes to create the CBC Incubator to assist low-income persons create or expand their culinary businesses and to create jobs for low-income persons. The CBC Incubator will be a shared-used commercial kitchen where caterers and specialty food producers can prepare, cook, and package their food products for sale in a fully equipped and certified kitchen.

Originally, the WCC BDC proposed to build-out/rehabilitate an existing building located in the City of San Pablo for the CBC Incubator. Due to site challenges, the WCC BDC decided on another site for the CBC Incubator located in the City of Richmond. On May 18, 2010 the Board approved the request to change the CBC Incubator location to the City of Richmond. However, upon further review by Richmond staff, the proposed Richmond site could not house the proposed project. Therefore, the WCC BDC renewed its search for potential sites throughout west Contra Costa County and found a new site located on 812 San Pablo Avenue in the City of Pinole. The new site is currently a vacant building of approximately 15,500 square feet, of which 3,243 square feet will be for the CBC Incubator. The WCC BDC and the building's property owner entered into a 5-year lease agreement with the the term beginning March 15, 2011. The WCC BDC has obtained the necessary conditional use permit from the City of Pinole and is waiting to receive the necessary health permit from the County. Once the health permit has been issued, the WCC BDC will apply for the building permit from the City of Pinole to build out the space. The WCC BDC expects to have the health and building permits by March 31, 2011.

As operator of the CBC Incubator, the WCC BDC will provide active business assistance to those who utilize the CBC Incubator. WCC BDC will provide business counseling, assistance with product development, recipe development, instruction on safe and sanitary production, assistance with labeling regulations, product pricing, marketing, and distribution. The WCC BDC will hire an on-site manager with food-industry and marketing backgrounds to oversee the daily operation of the CBC Incubator and to provide direct assistance to business tenants. The year-to-year operation of the CBC Incubator will be funded primarily with rent revenue collected from the businesses utilizing the CBC Incubator. Depending on the level of usage, the rent for business tenants will range from $15 to $22 per hour.

Approximately 8 to 10 construction jobs will be created to rehabilitate the building to create the CBC Incubator. According to the WCC BDC, during the first year of operation, at least 15 new businesses will be served, of which 50 percent will be Urban County clients. Each subsequent year, 3 to 5 new companies will to be added. With each new CBC Incubator business, at least 2 to 3 new jobs will be created during the incubation phase. Consequently, during the first year of operation, at least 30 new jobs will be created, with 30 additional new jobs created on average per year during the subsequent years.

The total estimated budget to create the CBC Incubator is $247,200. The County's $100,000 of CDBG-R funds will be used for construction costs to renovate the designated space and be provided to WCC BDC in the form of a conditional grant that will be forgiven over a period of five years dependent on the successful job and business creation for Urban County clients. For example, if WCC BDC documents that 10 new jobs/businesses were created in the first year, $20,000 will be forgiven from the total $100,000 awarded.

Sources & Uses

Site Plans & Permit Fees: $11,200 ($11,200 from Private sources)

Construction/Build-out: $93,900 ($59,500 from County CDBG-R; $34,400 from Private sources)

Refrigeration & Hood System: $40,500 (from County CDBG-R)

Equipment & Furnishings: $41600 ($26,600 from Private sources; $15,000 from Foundations)

Contingency: $60,000 ($35,000 from Private sources; $25,000 from Foundations)

TOTAL: $247,200

CONSEQUENCE OF NEGATIVE ACTION:

Not approving the request will result in further delays in completing the project because the West Contra Costa Business Development Center would have to find another location to continue the project, or secure other financing to complete the proposed project.

CHILDREN'S IMPACT STATEMENT:

The WCC BDC and the CBC Incubator furthers the Children's report card outcome of "helping families be safe, stable, and nurturing through economic self-sufficiency."

C.43

To: **Board of Supervisors**

From: **Catherine Kutsuris, Conservation & Development Director**

Date: **March 22, 2011**

Contra Costa County

Subject: CCFuture Fund - Allocate Funds to Women's Initiative and Catholic Charities

---

RECOMMENDATION(S):

APPROVE allocating FY 2010/11 CCFuture Funds in the amount of $100,000 each to Women's Initiative and Catholic Charities, and **AUTHORIZE** the Conservation and Development Director, or designee, to execute contracts, in amounts not to exceed $100,000 for each contract, for the period of May 1, 2011 through June 30, 2012, as recommended by Supervisor Mitchoff.

FISCAL IMPACT:

$200,000; 100% CCFuture Fund - discretionary general purpose funds generated from the transient occupancy tax (TOT) from the Renaissance/Club Sport Hotel in the unincorporated Contra Costa Centre area, and designated by the Board of Supervisors to the CCFuture Fund.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

Contact: Bob Calkins, 925-335-7220

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: March 22, 2011

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

By: , Deputy

cc:

BACKGROUND:

The CCFuture Fund was created in 2003 when the Board of Supervisors (Board) earmarked a portion of the Transient Occupancy Tax (TOT) from the Renaissance/Club Sport Hotel in the unincorporated Contra Costa Centre area to fund early intervention and prevention programs that reduce the high cost of crisis/safety net services. The mission of the CCFuture Fund is to: "invest in programs and services that are results-based, family oriented, collaborative, and available at critical points in the lives of children and families, thereby improving family functioning and reducing the high costs of dependency."

In January 2009, a Request for Proposals (RFP) for a second target population was issued. The focus of this second round of funding is to promote "family economic self-sufficiency and improving economic outcomes for families" living in the Monument Corridor area of Concord. After evaluating proposals from nine agencies, the Board approved allocating funds to two agencies, Women's Initiative and Catholic Charities. In the first year (FY 2009/10) each agency was provided funding to help develop a Theory of Change, Logic Model, Evaluation Plan, and to calculate the Social Return on Investment of their proposed project. In addition, each agency piloted their proposed project during the first six months of 2010. In June 2010, each agency was provided $100,000 in CCFuture Funds to implement their projects. Both projects are on target to meeting their objectives and outcomes at the end of the first year of implementation. Consequently, it is recommended that a second year of project funding be provided to both agencies.

The Women's Initiative's project (Women's Initiative for Self Employment) increases economic independence of low-income women by providing business management training, technical support and financial services to women who want to start or expand their own microenterprise. Over the course of two years the following outcomes will be realized:

- 60 women will complete an 11-week business entrepreneurship training program.
- 10 women will launch local businesses.
- 14 new jobs will be created.
- 10 women and their families living below the poverty line before training will move above the federal poverty line.

The Catholic Charities' project (Advancing Child Care Education and Student Success or "ACCESS") assists low income, primarily Latina women, earn an early childhood education certificate by providing basic and intermediate English as a Second Language classes; preparing participants to enroll in, and graduate from, the Diablo Valley Community College Early Childhood Education Program; and assisting participants to gain employment in local preschools and/or Head Start programs. Over the course of two years, the following outcomes will be achieved:

- 30 program graduates will become employed and earn at least $26,000 per year.
- Program graduates' health care coverage will increase, and use of public benefits will decrease.
- 8 additional jobs will be created beyond the 30 for program graduates.

CONSEQUENCE OF NEGATIVE ACTION:

If the requested funds are not provided, the agencies would not be able to fully complete their respective projects, and the expected outcomes would be reduced accordingly.

CHILDREN'S IMPACT STATEMENT:

Both CCFuture Fund projects further the Children's Report Card outcome of helping families be safe, stable and nurturing.

C.44

To: **Board of Supervisors**

From: **Julia R. Bueren, Public Works Director/Chief Engineer**

Date: **March 22, 2011**

Contra Costa County

Subject: 2010 ANNUAL REPORT FROM BOARD ADVISORY BODY

RECOMMENDATION(S):

RECEIVE 2010 Annual Report submitted by the Iron Horse Corridor Advisory Committee.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, 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 Iron Horse Corridor Advisory Committee.

CONSEQUENCE OF NEGATIVE ACTION:

The committee will not be in compliance with Resolution No. 2002/377.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: Carrie Ricci, 925-313-2235

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: March 22, 2011

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION: (CONT'D)

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Iron Horse Corridor Advisory Committee
2010 Annual Report

Advisory Body Name: Iron Horse Corridor (IHC) Advisory Committee

Advisory Body Meeting Time/Locations:
Committee meets quarterly at 4:30 p.m., Brookside Clubhouse, Concord, CA 94520

Chair: Christina Slye

Staff Person: Carrie Ricci

Reporting Period: December 2009 through December 2010

Activities
The Committee met four times between December 1, 2009 and December 31, 2010. The Committee reviewed and commented on three projects, one draft IHC Program Elements (Public Information Element), monitored the IHC Trust Fund financials, provided comments to the new tree planting policy.

Accomplishments
The Committee provided valuable feedback to County staff on the Public Information Element and the Policy for Tree Planting and Preservation within the Iron Horse Corridor. Both documents were approved by the Board of Supervisors in 2010.

Meeting and Working Session Attendance/Representation

Representative	Name(s)	Attendance
District III At-Large	Stanley Hansen	100% - 4 meetings
District IV At-Large	Paul Eykamp	100% - 4 meetings
Alamo	Christina Slye	75% - 3 meetings
Concord	Rosanne Nieto	75% - 3 meetings
Danville	Stewart Proctor	75% - 3 meetings
EBRPD	Jim Townsend/Davio Santos	100% - 4 meetings
Pleasant Hill	Matt Regan	25% - 1 meeting
San Ramon	David Hudson	75% - 3 meetings
Walnut Creek	Lesley Hunt	100% - 4 meetings

Training/Certification
A board advisory body training was held in December 2009.

Work Program for 2011
Iron Horse Corridor Advisory Committee

Task 1: Review and comment on tree planting requests
In 2010, the Board of Supervisors approved the new Tree Planting and Preservation Policy for the Iron Horse Corridor. Staff anticipates requests from tree planting sponsors to implement new tree planting projects. The committee will review and make recommendations on new tree planting requests.

Suggested completion date: ongoing as requests are made

Task 2: Continue to review and comment on the Adopt-the-Corridor Program
The committee will receive periodic updates on the Adopt-the-Corridor Program as projects are proposed and will be asked to provide feedback and suggestions on ways to improve/streamline the program. The committee will also be asked to assist with turnkey projects and approve those volunteer projects which have proceeded in accordance with the Adopt-the-Corridor Program.

Suggested completion date: ongoing project review as projects are proposed

Task 3: Establish Trust Fund Request Guidelines
The committee will recommend grant matching guidelines to objectively determine the percent match as approved under the Financial Element. The guidelines shall consider project attributes that will result in maintenance reduction, safety improvements, aesthetics, etc.

Suggested completion date: there are currently no grant requests

Task 4: Review and comment on the Iron Horse Corridor Budget
The committee receives a quarterly update of Iron Horse Corridor Trust Fund revenues and expenditures. The committee will review the budget and make recommendations.

Suggested completion date: ongoing

Task 5: Review and comment on Project Status Log
The committee receives a log of active projects in the Iron Horse Corridor and their status at quarterly advisory committee meetings. The committee will review the log and provide comments.

Suggested completion date: ongoing

Task 6: Review and comment on major projects affecting the Iron Horse Corridor
The committee will be asked to review major projects that affect or potentially affect the Iron Horse Corridor. Recent examples include the proposed improvements by Sunset Development from Norris Canyon Road to Bollinger Canyon Road and a request from Monument Community Partnership for a community garden in the Iron Horse Corridor, both of which were brought to the Committee for comment in the last year. Projects which will have a major impact on the Corridor will continue to be brought to the committee for review and input.

Suggested completion date: ongoing as needed

Task 7: Directional Signage
The Public Information Element was approved by the Board of Supervisors in 2010. This element included recommendations for signage along the Iron Horse Corridor to provide relevant information to the public. Over the last year, the committee has discussed different types of signage and costs associated with implementation and maintenance of the signage. The committee may be requested to review and comment on different types of signage as signage projects are proposed.

Suggested completion date: ongoing as needed

C.45

To: **Board of Supervisors**

From: **David O. Livingston, Sheriff-Coroner**

Date: **March 22, 2011**

Contra Costa County

Subject: Purchase Order - Professional Hospital Supply

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a change to a purchase order with Professional Hospital Supply to increase the payment limit by $132,000 to a new payment limit of $712,000, to supply major custodial products and supplies as needed for the three county detention facilities, for the period February 28, 2007 through January 31, 2012.

FISCAL IMPACT:

$712,000. 100% County General Fund; Budgeted in fiscal year 2010/11.

BACKGROUND:

Professional Hospital Supply was awarded a contract per RFP Depot Bid #0608-009 to supply major custodial products and supplies as needed in the three county detention facilities. An increase of $132,000 is necessary to support future purchases throughout the effective period of the purchase order.

CONSEQUENCE OF NEGATIVE ACTION:

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

By: , Deputy

cc: Frank Scudero, Julie Enea, Joyce Buendia

CHILDREN'S IMPACT STATEMENT:

C.46

To: **Board of Supervisors**

From: **Gayle B. Uilkema, District II Supervisor**

Date: **March 22, 2011**

Contra Costa County

Subject: Refer Review of Subsidized Employment Program to Family and Human Services Committee

---

RECOMMENDATION(S):

REFER the Subsidized Employment Program to the Family and Human Services Committee of the Board of Supervisors for a report and discussion of the outcomes and achievements of the program and promoting the program operated by the Employment and Human Services Department in the future.

FISCAL IMPACT:

No fiscal impact due to this referral.

BACKGROUND:

The Employment and Human Services Department operated the Subsidized Employment program. This program was one of the most successful efforts in years in moving CalWORKs participants into the workplace. Funding for the program has expired. The Employment and Human Services Department is exploring ways to obtain new funding that will allow the program to re-start. Pending legislation, AB98, if approved would provide funding without a County match requirement.

CONSEQUENCE OF NEGATIVE ACTION:

A review of the program achievements and discussion regarding continuing the program into the future may not occur.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

Contact: Dorothy Sansoe, 925-335-1009

Supervisors

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.

C.47

To: **Board of Supervisors**

From: **William Walker, M.D., Health Services Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Approve New and Recredentialing Providers in Contra Costa Health Plan's Community Provider Network

---

RECOMMENDATION(S):

Approve the list of providers recommended by the Contra Costa Health Plan's Peer Review and Credentialing Committee at their February 8, 2011 meeting, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

FISCAL IMPACT:

None.

BACKGROUND:

The National Committee on Quality Assurance (NCQA) has requested evidence of Board of Supervisors approval for each CCHP provider be contained within the provider's credentials file.

The recommendations were made by CCHP's Peer Review and Credentialing Committee.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Contra Costa Health Plan's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

Contact: Anna Roth, 370-5101

Supervisors

By: , Deputy

cc: Tasha Scott, L. Maria Perez, Barbara Borbon

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Contra Costa Health Plan
Providers Approved by Peer Review and Credentialing Committee
February 8, 2011

CREDENTIALING PROVIDERS FEBRUARY 2011	
Name	**Specialty**
Cole, Rebecca, MFT	Mental Health Services
Lopresti, Anthony, DO	Primary Care Family Medicine

RECREDENTIALING PROVIDERS FEBRUARY 2011	
Name	**Specialty**
Erdmann, John, DC	Chiropractic
Fu, Arthur, M.D.	Ophthalmology
Garcia, Jaime, M.D.	Primary Care Pediatrician
Iannaccone, Alan, DC	Chiropractic
Khan, Junaid, M.D.	Surgery – Thoracic Cardiovascular
Kim, Kenneth, M.D.	Pain Management
Koger, M. Kathryn, NP	Family Planning
Maganti, Kalyani, M.D.	Gastroenterology
Ogata, Wayne, OD	Optometry
Oldham, Laurie, PA	Surgery – Thoracic Cardiovascular
Ray, Leena, M.D.	Nephrology
Shortz, Roger, M.D.	Surgery – Neurological
Singh, Nirali, M.D.	Primary Care Pediatrician
Stanten, Russell, M.D.	Surgery – Thoracic Cardiovascular
Ting, Tuow Daniel, M.D.	Ophthalmology
Traynor, Jeffrey, M.D.	Perinatology
Won, Rosa, M.D.	Perinatology

bopl-February 8, 2011

C.48

To: **Board of Supervisors**

From: **Stephen L. Weir, Clerk-Recorder**

Date: **March 22, 2011**

Contra Costa County

Subject: Approve Consolidation Requests for the May 3, 2011 Special Election

---

RECOMMENDATION(S):

APPROVE the consolidation requests as on file in the Contra Costa Elections Division from the following jurisdictions for the May 3, 2011 Special Election:

John Swett Unified School District - 1 Measure

Lafayette School District - 1 Measure

FISCAL IMPACT:

There is no direct cost to the County. Any additional costs incurred by the Elections Division by approving this consolidation request will be recovered through billing the affected jurisdictions.

BACKGROUND:

Granting the requests would allow the County Elections Division to conduct the election for the above mentioned jurisdictions.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: Sue Olvera, 925.335.7806

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: March 22, 2011

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Not approving this request would require the above jurisdictions to conduct their own election and could slightly increase costs to those jurisdictions for separate elections.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

C.49

To: **Board of Supervisors**

From: **David Twa, County Administrator**

Date: **March 22, 2011**

Contra Costa County

Subject: 2010 Annual Report for the Finance Committee

RECOMMENDATION(S):

RECEIVE 2010 Annual Report submitted by the Finance Committee.

FISCAL IMPACT:

No fiscal impact. This is an informational report only.

BACKGROUND:

On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, 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. The attached report fulfills this requirement for the Finance Committee.

All Finance Committee reports from 2009 onward and attachments can be found on the County website at http://ca-contracostacounty.civicplus.com/index.aspx?NID=2286.

In 2010, the Finance Committee received reports and made recommendations to the Board of Supervisors concerning issues related to the:

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

Contact: Lisa Driscoll, County Finance Director 925-228-4188

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: March 22, 2011

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

By: , Deputy

cc: Lisa Driscoll, County Finance Director

BACKGROUND: (CONT'D)

- FY 2010/11 Community Development Block Grant Funds for economic development and infrastructure/public facilities;
- Single Audit;
- Regular capital facility updates and specific building projects including:
    - Richmond Health Center Replacement,
    - East County Government Center,
    - Conservation & Development at 30 Muir Road,
    - West Contra Costa County Family Justice Center at 256 24th Street,
    - Multi-Program Psychiatric Campus at 20 Allen Street, and
    - Head Start Classroom at 151 Linus Pauling
- East Bay Regional Communication System Project;
- CaliforniaFIRST Program;
- County Policy Regarding Mortgage Refinance and Subordination Requests for Homeownership Assistance Programs,
- Employment & Human Services Facility Claiming; and
- Real Estate Asset Management Program (RAMP).

At year end, the Finance Committee had pending referrals on:

- Developing strategic priorities to guide the budget development process including defining core services;
- Continuing to evaluate funding priorities for FLIP;
- Continuing to discuss the facility costs for the Head Start Classroom at 151 Linus Pauling;
- Continuing to implement and evaluate the Real Estate Asset Management Plan (RAMP); and
- Continuing to discuss the Proposed West Contra Costa Family Justice Center.

CONSEQUENCE OF NEGATIVE ACTION:

The committee will not be in compliance with Resolution No. 2002/377.

CHILDREN'S IMPACT STATEMENT:

None.

C.50

To: **Board of Supervisors**

From: **David Twa, County Administrator**

Date: **March 22, 2011**

Contra Costa County

Subject: Extension of Emergency Declaration Regarding Homelessness

---

RECOMMENDATION(S):

CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County.

FISCAL IMPACT:

None.

BACKGROUND:

Government Code Section 8630 required that, for a body that meets weekly, the need to continue the emergency declaration be reviewed at least every 14 days until the local emergency is terminated. In no event is the review to take place more than 21 days after the previous review.

On November 16, 1999, the Board of Supervisors declared a local emergency, pursuant to the provisions of Government Code Section 8630 on homelessness in Contra Costa County.

With the continuing high number of homeless individuals and insufficient funding available to assist in sheltering all homeless individuals and families, it is appropriate for the Board to continue the declaration of a local emergency regarding homelessness.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☑ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

Contact: Cynthia Belon, 925-313-6736

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: March 22, 2011

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervsiors would not be in compliance with Government Code Section 8630.

CHILDREN'S IMPACT STATEMENT:

None.

To: **Redevelopment Agency Bd of Directors**

From: **David Twa, Redevelopment Agency Executive Director**

Date: **March 22, 2011**

Contra Costa County

Subject: North Richmond Industrial Area Infrastructure Program

---

RECOMMENDATION(S):

As the Governing Board of the Contra Costa County Redevelopment Agency APPROVE and AUTHORIZE the Redevelopment Director to execute a Project Agreement and Work Program with Contra Costa County for the North Richmond Industrial Area Infrastructure Program in the amount of $3.9 million with an effective date of September 27, 2010.

FISCAL IMPACT:

The project budget is $3.9 million, of which $3.0 million is Redevelopment Agency funding. No General Funds would be utilized. All funds are budgeted under the North Richmond Redevelopment Project Area for FY 2010 -2011.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

RECUSE ☐ By: , Deputy

Contact: Jim Kennedy, 925-335-7225

cc:

BACKGROUND:

Since the adoption of the North Richmond Project Area, one of the key obstacles to development of the employment area has been the lack of adequate backbone infrastructure-roads, drainage, utilities, etc. The existing infrastructure does not adequately address deficiencies in the area. Infrastructure challenges include, among other items: deteriorating roadways, inadequate water transmission and wastewater facilities, storm water management, and inadequate drainage. The purpose of this Agreement is to initiate a comprehensive area-wide infrastructure improvement plan for the industrial area north of Parr Boulevard. The goal is to undertake an infrastructure upgrade program to address deficiencies and prepare the employment area for redevelopment and job creation. The Work Program involves planning, design, and construction of infrastructure improvements in the industrial area. The work scope of this Project Agreement is comprised of two phases-an initial phase to affirm previous findings, analyze current infrastructure needs, provide cost estimates, identify CEQA/NEPA requirements, project schedule, and other pertinent data necessary to identify a first phase for construction, and a second phase of completing construction of priority infrastructure improvement elements for these employment generating uses consistent with available budget. The outcome of this Agreement will result in a supplemental Work Program to specifically address the most acute deficiencies in the area. These findings will become the roadmap to final design and construction of the improvements. This plan will also compliment infrastructure work already underway in the North Richmond Specific Plan area, and help gage the level of community/property owner support for participation in a public-private partnership to finance additional improvements above the budgeted threshold below.

The Project Agreement has a total expenditure amount of $3.9 million which is comprised of $3 million in Redevelopment Agency Bond proceeds and $900,000 in North Richmond Area of Benefit funds. The attached agreement allocates the $3.9 million as follows: $226,750 on the Planning Phase, and $3,672,250 on the Implementation Phase which includes actual construction of the improvements.

Health & Safety Code Section 33445 Findings:

Pursuant to California Redevelopment Law, the Agency may fund public improvements owned by another public agency with the consent of the Board of Supervisors, and if the Board of Supervisors finds and determines that: 1) the public improvement will be of benefit to the project area; 2) no other reasonable means of financing the public improvement is available to the community; and 3) the public will assist in the elimination of one or more blighting conditions inside the project area; and 4) Agency assistance for the public improvement is consistent with the Agency's current Implementation Plan (Section 33445 of the Health & Safety Code)

The County Public Works Department has conducted an analysis of its financial capability to fund the activities contemplated by the Project Agreement. Due to the limited availability of general funds, the lack of adequate funds in local developer fee accounts, the State's budget crisis, and the County Public Works funding priorities, the County Public Works Department does not currently have sufficient funds to pay for the costs of the design and construction of the infrastructure improvements.

Redevelopment's funding of the North Richmond Industrial Area Infrastructure Program will assist in the revitilization of the area by addressing one of the major conditions of blight--the lack of adequate infrastructure including roads, drainage, and flood control improvements. The improvements will support revitalization efforts already underway by local organizations like North Richmond Green, and the North Richmond Waste & Recovery Mitigation Committee. Their joint mission is to remove blight and combat code enforcement issues throughout the project area. However more importantly, implementation of this Program will serve as a catalyst for the industrial area, generate private investment dollars, and create jobs for the local populace.

This Project Agreement is identified in and consistent with the priorities established by the North Richmond Municipal Advisory Council and from the Agency's 2010-2015, AB 1290 Implementation Plan.

CONSEQUENCE OF NEGATIVE ACTION:

If the project is not approved, the infrastructure north of Parr Boulevard will continue to deteriorate and the employment generating area will not be positioned to redevelop.

CHILDREN'S IMPACT STATEMENT:

No impact.

Contract #_____

CONTRA COSTA COUNTY REDEVELOPMENT AGENCY
NORTH RICHMOND PROJECT AGREEMENT AND WORK PROGRAM

Section I - AGREEMENT IDENTIFICATION

A.	Redevelopment Project Area:	
B.	Contractor Name:	Contra Costa County
C.	Contractor Address:	Public Works Department 255 Glacier Drive Martinez, CA 94553
D.	Contractor Contact:	Neil Leary
E.	Contractor Telephone:	313-2278
F.	Contractor Facsimile:	313-2333
G.	Agreement Subject:	North Richmond Industrial Area Infrastructure Program
H.	Contractor WO#:	0662-6R4105-11

Section II - PARTIES

This Agreement is made and entered into as of this 27 day of September, 2010 by and between Contra Costa County ("Contractor") through its Public Works Department and the Contra Costa County Redevelopment Agency ("Agency").

Section III - CONTRACTOR'S OBLIGATION

Contractor shall provide those services and carry out that work as described herein and in accordance with the "Project Work Program" attached hereto as Exhibit A and incorporated herein by reference, subject to the terms and conditions contained herein.

Section IV - ALLOCATION PAYMENT LIMIT

Agency's total payments to Contractor under this Agreement are estimated to be $3,000,000, described in "Cost Estimate" attached hereto as Exhibit D which is incorporated herein by reference, subject to the terms and conditions contained herein. Agency shall make payments to the Contractor described in "Payment Provisions" attached hereto as Exhibit B which are incorporated herein by reference, subject to the terms and conditions contained herein. Agency and Contractor's special provisions, if any, are described in "Exceptions" attached hereto as Exhibit E which are incorporated herein by reference, subject to the terms and conditions contained herein.

Section V - GENERAL CONDITIONS

This Agreement is subject to the "General Conditions" attached hereto as Exhibit C, and incorporated herein by reference.

Section VI - TERMS

The effective date of this Agreement is September 27, 2010, and it terminates 90 days after final payment to construction contractor unless sooner terminated as provided herein.

Section VII - NOTICES

Any notice which may be required under this Agreement shall be in writing, shall be effective when received to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto:

Agency

James Kennedy, Redevelopment Director
Contra Costa County Redevelopment Agency
2530 Arnold Drive, Suite 190
Martinez, CA 94553

Contractor

Julia R. Bueren, Director
Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553

AGENCY:

CONTRA COSTA COUNTY
REDEVELOPMENT AGENCY

By: _____
James Kennedy
Redevelopment Director

CONTRACTOR:

CONTRA COSTA COUNTY
PUBLIC WORKS DEPARTMENT

By: _____
Julia R. Bueren
Public Works Director

FORM APPROVED: County Counsel

EXHIBIT A

CONTRA COSTA COUNTY REDEVELOPMENT AGENCY
NORTH RICHMOND REDEVELOPMENT PROJECT AREA
PROJECT WORK PROGRAM

A. **PROJECT DESCRIPTION**

The North Richmond Industrial Area, a portion of the North Richmond Redevelopment Area, consists of parcels north of San Pablo Creek and west of the Richmond Parkway. The basic plan is to undertake an infrastructure upgrade program to address deficiencies and prepare the region for redevelopment. The area currently has a range of light industrial, heavy industrial and service commercial uses. This Work Program involves planning, design, and construction of infrastructure improvements in the industrial areas. Previous studies have identified the need for public improvements including, among other items: a public drainage system, flood control/levee protection, traffic & roadway improvements, storm water management, and a long term operation & maintenance plan The purpose of this Project Agreement is to affirm previous findings, analyze current infrastructure needs, provide preliminary cost estimates, and a phasing plan, prepare an infrastructure report, secure CEQA approval, project management, develop construction bid documents including plans, specifications and estimate, advertise and award Phase I project, provide construction administration services including inspection through completion of construction, and all other pertinent data necessary to initiate and complete an infrastructure improvement program, or an agreed upon portion thereof, for these employment generating uses. The outcome of this Project Agreement will result in future Work Programs to address the most acute deficiencies in the area. This plan should also be complimentary to infrastructure work already underway in the North Richmond Specific Plan area. The intent is to install the basic backbone infrastructure necessary to stimulate development, and to attract private investment dollars and participation by local property owners in a public-private partnership to finance a more comprehensive area-wide infrastructure improvement program. This initiative is consistent with the priorities recently established by the North Richmond community and from the Agency's 2010-2015, Five-Year Implementation Plan.

A detailed scope of work is attached as Exhibit G.

B. **PROJECT TIME SCHEDULE/DRAW SCHEDULE**

Time Schedule for the above Project indicating when major activity items are expected to be undertaken and completed is attached as Exhibit F.

The Costs Estimate for each task associated with the project is attached as Exhibit D.

C. **CONTRACTOR'S DETAILED EXPENDITURE SCHEDULE**

Contractor: Contra Costa County Public Works Department

Budget Period: 9/27/2010 to end of construction plus 90 days.

	(a)	(b)	(c)	(d)
	Agency Funds-$	+ Agency Funds -$	+ Other Funds-$	= Total
Budget Item	(Non-Bond Proceeds)	(Bond Proceeds)		
Industrial Area Infrastructure Program		$3,000,000	$900,000*	$3,900,000
TOTAL		$3,000,000	$900,000	$3,900,000

Notes: (a) Items to be funded by Agency funds - non-Bond proceeds.
(b) Items to be funded by Agency funds - Bond proceeds.
(c) Estimate of other necessary expenditures funded with non-Agency monies; and indication of anticipated sources.
(d) Contract Payment Limit, by source, for project.

* North Richmond AOB Funds can be spent on project costs associated with road and drainage improvements to Parr and Goodrick except for utility work, landscaping, sidewalks, and street lights. AOB-eligible project costs include design, environmental, surveys, right of way engineering and acquisition, construction engineering, and construction contract items

D. PROGRAM MONITORING

Contractor shall report at least quarterly (or more frequently if requested by the Agency) to the Agency the status of funds expended, balances remaining, and a narrative of the Project status relative to the stated Work Program, and budget schedule.

E. PERFORMANCE STANDARDS

The following performance standards will be applied in implementing the Work Program.

1. If Agency funds are used for construction, provide one (1) set of the bid documents to the Agency. Bid documents to include at a minimum plans, specifications, and quantity sheets. Upon award of the construction contract, Contractor shall provide one (1) copy of the executed construction contract and the bid schedule of the successful bidder complete with unit prices and total award amount.

2. Contractor shall follow the current Contra Costa Board of Supervisors Policy regarding Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), Small Business Enterprises (SBE), and Local Business Enterprises (LBE).

3. Contractor shall notify applicable local employment and referral agencies in Contra Costa County of employment opportunities for Agency funded projects and maintain documentation of such efforts. The Board of Supervisors adopted, on April 3, 1984, an "Initial Resource" policy for employers to assure continuing employment opportunities to economically disadvantaged and unemployed residents of the County.

4. Contractor shall be responsible for evaluation of prospective consultants and contractors and subsequent award of work consistent with this Agreement.

5. Contractor shall be responsible for the Project and shall provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of the budget herein.

6. If the Project involves construction, Contractor shall install a sign approved by the Agency, that identifies the Agency as a funding source, no later than 30 days after the commencement of construction. The Agency's role shall be acknowledged in any advertisements, brochures, or news releases to the media.

7. If the Project involves real property acquisition, Contractor shall follow the requirements of State law, and the Federal Uniform Acquisition and Relocation Assistance Act.

8. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

9. Integration. The Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

10. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

11. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

12. Binding on Successors, Etc. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the Agency. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

13. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination 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.

14. Counterparts. This Agreement may be executed in counterparts.

15. Survival. The following provisions in this agreement shall survive discharge:

    (a) Exhibit C, Paragraphs 3 and 4 (Records and Retention of Records);

    (b) Exhibit B, Paragraphs 8 and 9 (Audits and Audit Exceptions).

EXHIBIT B

PAYMENT PROVISIONS

1. **Payment Basis**. Agency shall in no event pay to the Contractor a sum in excess of the total amount specified in the Payment Limit of this Agreement. Subject to the Payment Limit, it is the intent of the parties hereto that the total payment to Contractor for all services provided for Agency under this Agreement shall be only for costs that are allowable costs (see Paragraph 3 below) and are actually incurred in the performance of Contractor's obligations under this Agreement. Contractor shall notify Agency in writing if the low bid on the construction contract exceeds the Agency's payment limit. The construction contract shall not be awarded unless the Agency agrees in writing.

2. **Payment Amounts**. Subject to later adjustments in total payments in accordance with the below provisions for Cost Report and Settlement, Audits, and Audit Exceptions, and subject to the Payment Limit of this Agreement, Agency will pay Contractor an amount equal to Contractor's allowable costs that are actually incurred, but subject to "Contractor's Detailed Expenditure Schedule" contained in the Project Work Program.

   Agency's payment to the Contractor for Preliminary Engineering Utility Coordination, Advertising and Awarding Contract, Construction Engineering, and Right of Way Engineering necessary to complete the scope of work as described in this agreement shall not exceed the estimated amounts as shown on the "Contractor's Detailed Expenditure Schedule" contained in the Project Work Program and Exhibit D. Costs exceeding these amounts shall be the responsibility of the Contractor unless the costs are due to a change in the scope of work mutually agreed to by the Agency and the Contractor in writing. Any work or services in addition to the work or services described in Exhibit A shall be performed by the Contractor according to a rate mutually agreed on prior to commencement of the extra work. In no event shall Contractor be entitled to compensation for extra work unless a written authorization or change order describing the extra work and payment terms has been executed by the Agency prior to the commencement of the work.

   The Contractor shall notify Agency of any cost increases beyond the estimated amounts as shown on the "Contractor's Detailed Expenditure Schedule" contained in the Project Work Program, and Exhibit A for Real Property Labor, Right of Way Acquisition, Environmental Labor, and Construction Costs. The Contractor and the Agency shall endeavor to agree upon an alternative project budget and financing prior, to be incorporated into "Contractor's Detailed Expenditure Schedule" contained in the Project Work Program (Exhibit A), prior to proceeding with the work. If, after 30 days, an alternative Project budget and financing plan is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent pursuant to Exhibit C, Item 5(d).

3. **Allowable Costs**. Contractor's allowable costs are only those which are determined in accordance with California Redevelopment Law (Health & Safety Code, Section 33000 et seq.) as may be revised and amended. All of the aforesaid documents are by this reference incorporated herein.

4. **Payment Demands**. Contractor shall submit a written request to the Agency for payment in accordance with the above. Contractor requests shall be in the form of a memorandum describing the services performed, materials used, and the work order number/contract number, and such additional detail as necessary to support the request. Contractor shall submit said memoranda for payment for services rendered no later than 90 days from the completion of all aspects of the Project. Contractor requests will be reviewed by the Agency for consistency with the Work Program and budget (Exhibit A). After approval by the Agency, the memorandum will be forwarded to the County Auditor's Office, authorizing payment to the Contractor.

5. **Right to Withhold**. Agency has the right to withhold payment to the Contractor by Agency notifying Contractor in writing if (a) the Contractor has failed to perform its duties under this Agreement, or has insufficiently documented same, or (b) the 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 demands for payment.

6. **Payment Adjustments**. If any funds are expended by the Contractor in violation of any of the terms and conditions of this Agreement, Agency may make necessary adjustments in payments to Contractor on account of such unauthorized or illegal expenditure. No such action taken by Agency shall entitle Contractor to reduce salaries, wages, or supportive services for any participant or to expend less during the effective period of this Agreement than those sums called for in the Project Work Program. Any such reduction in expenditures may be deemed sufficient cause for termination. Contractor shall reimburse Agency for any allocated monies which are expended in violation of this Agreement or used for unauthorized or illegal expenditures.

7. **Cost Report and Settlement**. No later than ninety (90) days following the termination of this Agreement, Contractor shall submit to Agency a cost report in the form required by Agency, showing the allowable costs that have actually been incurred by Contractor under this Agreement. If said cost report shows that the allowable costs that have actually been incurred by Contractor under this Agreement exceed the payments made by Agency pursuant to Paragraph 2 (Payment Amounts) above, Agency will remit any such excess amount to Contractor, but subject to Payment Limit of this Agreement. If said cost report shows that the payments made by Agency pursuant to Paragraph 2 (Payment Amounts) above exceed the allowable costs that have actually been incurred by Contractor under this Agreement, Contractor shall remit any such excess amount to Agency.

8. **Audits**. The records of the Contractor may be audited by the Agency, County or State government, in addition to any certified cost report or audit required by Paragraph 7 (Cost Report and Settlement). Any certified cost report or audit required by Paragraph 7 shall be submitted to Agency by Contractor within such period of time as may be expressed by applicable State law, regulations, policies or contracts, but, in no event later than 18 months from the termination date of this Agreement. If such audit(s) show that the payments made by Agency pursuant to Paragraph 2 (Payment Amounts) above exceed the allowable costs that have actually been incurred by Contractor under this Agreement, including any adjustments made pursuant to Paragraph 7 (Cost Report and Settlement) above, then Contractor agrees to pay to Agency within 30 days of demand by Agency any such excess amount. If such audit(s) show that the allowable costs that have actually been incurred by Contractor under this Agreement exceed the payments made by Agency pursuant to Paragraph 2 (Payment Amounts) above, including any adjustments made pursuant to Paragraph 7 (Cost Report and Settlement) above, then Agency agrees to pay to Contractor any such excess amount, but subject to Payment Limit of this Agreement.

9. **Audit Exceptions**. In addition to its obligations under Paragraph 8 (Audits) above, Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate County, Agency or State agencies occurring as a result of its performance of this Agreement. Contractor also agrees to pay to the Agency within 30 days of demand by Agency the full amount of the Agency's liability, if any, to the State government resulting from any audit exceptions, to the extent such are attributable to the Contractor's failure to perform properly any of its obligations under this Agreement.

10. **Extra Work.** Any work or services in addition to the work or services described in Exhibit A shall be performed by the Contractor according to a rate mutually agreed on prior to commencement of the extra work. In no event shall Contractor be entitled to compensation for extra work unless a written authorization or change order describing the extra work and payment terms has been executed by the Agency prior to the commencement of the work.

EXHIBIT C

GENERAL CONDITIONS

1. **Compliance with Law**. Contractor shall submit to and comply with all Federal, State and local laws and regulations applicable to public agencies with respect to its performance hereunder.

2. **Inspection**. Contractor's performance, place of business and records pertaining to this Agreement are subject to monitoring, inspection, review and audit by authorized representatives of the Agency, the County, and the State of California.

3. **Records**. Contractor shall keep and make available records for inspection by authorized representatives of the Agency, County, and the State of California during the Contractor's regular business hours pertaining to this Agreement and such additional records as may be required by the Agency.

4. **Retention of Records**. The Contractor and Agency agree to retain all documents pertaining to this Agreement for three years from the date of final payment to the Construction Contractor, except as follows:

   (a) Records that are the subject of audit findings shall be retained for three years after such findings have been resolved.

   (b) Records for any displaced persons shall be retained for three years after (s)he has received final payment.

5. **Termination**.

   (a) Failure to Perform. In the event the Contractor fails to perform properly any of its obligations hereunder and such failure of performance is not cured by the Contractor within thirty (30) days after receipt of written notice from the Agency, the Agency may, in addition to any other remedies, complete the Contractor's obligations in any reasonable manner it chooses, take possession of any real or personal property associated with the Project, and construct, operate or maintain the Project as the Agency may deem necessary to fulfill requirements of the adopted Redevelopment Plan. The Contractor agrees to reimburse the Agency for any costs or expenses incurred by the Agency because of said failure to perform and also agrees to convey title to any real property acquired by Contractor with Project funds should Agency request such title.

   (b) Cessation of Funding. In the event the Agency funding for this Agreement ceases, this Agreement is terminated.

   (c) Failure by the Contractor to perform properly any of its obligations under this Agreement may be cause for suspension of all obligations of the Agency thereunder.

   (d) If termination of this Agreement is by mutual consent, the Agency and Contractor will bear a proportional share of all costs relative to the committed financing incurred prior to termination.

6. **Entire Agreement**. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall 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 Agreement including, but not limited to, monitoring, auditing, billing or regulatory changes, may be developed and set forth in written "Informal Agreement" entered between the Contractor and the Agency. Such "Informal Agreements" when entered shall not be modifications to this Agreement except to the extent that they further detail or clarify that which is already required hereunder.

Further, any "Informal Agreement" entered may not enlarge in any manner the scope of this Agreement, including any sums of money to be paid the Contractor as provided herein. "Informal Agreements" may be approved for, and executed on behalf of the Agency by the Agency Executive Director or his Designee.

8. **Modifications and Amendments**.

(a) General Agreements. This Agreement may be modified or amended only by a written document executed by the Contractor and the Agency.

(b) Administrative Amendments. Subject to the Payment Limit, only the Payment Provisions and the Project Work Program may be amended by a written administrative amendment executed by the Contractor and the Agency Executive Director or his Designee, provided that such administrative amendments may not materially change the Payment Provisions or the Project Work Program.

(c) Extension of Term for Performance. Without requiring Contractor to provide consideration in addition to that supporting this Agreement, the Agency may grant Contractor an extension of time for performance, beyond that time specified above under Section VI - TERMS. Any such extension must be in writing and shall be at the sole discretion of the Agency.

9. **Disputes**. Disagreements between the Agency and Contractor concerning the meaning, requirements, or performance of this Agreement shall be mutually resolved and subject to final determination in writing by the Executive Director of the Agency. Neither party shall understandably withhold its consent to implementation and accomplishment of the overall purpose for which this Agreement is drafted.

10. **Retained Powers**. All powers not explicitly invested in the Contractor remain in the County.

EXHIBIT D

COST ESTIMATE

Contra Costa County
Public Works Department

Project Name: Industrial Area Infrastructure Program
Project Location: North Richmond
Date of Estimate: September 27, 2010
Prepared By: Neil Leary

I. Planning Phase:

Task No.	Task	Cost
1.1	Project Management	$17,500
1.2	Research/Data collection	$14,000
1.3	Meeting-Decision Point	$7,000
1.4	Prepare Infrastructure Report ___	
1.4.a	Prelim Road Design	$35,000
1.4.b	Utility Coordination	$17,500
1.4.c	Environmental- Phase 1 Site Assessment	$18,500
1.4.d	Right-of-Way-Analysis	$7,000
1.4.e	Hydrology/Hydraulic Study	$45,500
1.4.f	Infrastructure Report & Cost Estimate	$31,500
1.5	Phasing Plan	$33,250
	Subtotal Planning Phase	$226,750

II. Implementation of Phase I of Program:

Task No.	Task	Cost
2.1	Design	$46,000
2.2	Environmental	$200,000
2.3	Real Property	$230,000
2.4	Surveys/Right-of-Way Engineering	$120,000
2.5	Construction Engineering	$315,000
--	Contract Items	$2,100,000
--	Contingency	$248,250

TOTAL BUDGET **$3,900,000**

EXHIBIT E

EXCEPTIONS

EXHIBIT F

NORTH RICHMOND INFRASTRUCTURE PROGRAM

Project Schedule

Schedule Prepared: 11/4/10

Notes/Assumptions:

* No Condemnation, quick agreements with property owners, minimal right of way acquisition.
* Environmental does not involve NEPA - no regulatory permits needed.
*Schedule to be revised following establishment of Phase 1 scope of work.

Exhibit G

Scope of Work
North Richmond Infrastructure Project

1. PLANNING PHASE:

The planning phase of the project provides for the planning and preliminary engineering related to the North Richmond Infrastructure Project. The planning phase for the North Richmond Infrastructure Project focuses improvements on two roadways: Parr Boulevard and Goodrick Avenue, and includes two primary deliverables: a. Parr/Goodrick Infrastructure Report and b. Phasing Plan.

The Infrastructure Report for Parr Boulevard and Goodrick Avenue (Report) is intended to be the roadmap to final design and a tool to assist in aggressively competing for grant funds. The Report will focus on engineering and planning to provide the backbone roadway infrastructure (primarily improvements to Parr Boulevard and Goodrick Avenue) and identify any barriers that would deter future development projects in the North Richmond Industrial Area.

The Phasing Plan will break-out a smaller, "phase 1" project that could be constructed with the available funding. A "phase 2" project will also be proposed, but with less detail than the phase 1 proposal.

The following tasks are included in the planning phase:

1.1 Project Management
1.2 Research and Data Collection
1.3 Milestone Meeting Decision Point Discussion
1.4 Prepare Parr/Goodrick Infrastructure Report
    a. Preliminary Road Design
    b. Utility Coordination
    c. Environmental Research
    d. Right of Way Analysis
    e. Hydrology and Hydraulic Study.
    f. Prepare Infrastructure Report and Cost Estimate
1.5 Prepare Phasing Plan

1.1 Project Management

The project management task will include multi-jurisdictional and inter-department coordination required to organize the various elements to provide a more cohesive preliminary design, estimate, and schedule. Typical activities anticipated under the Project Management category include: coordination efforts with the Supervisor's Office, Agency, community groups, County agencies and utilities. It also includes charting budgets and schedules, preparation of progress reports, and various communication efforts.

It is difficult to estimate man hours for this task as the number of agencies and issues involved may vary significantly. Hours required which exceed the estimate above will require an amendment to the services contract.

Deliverable: Updates to Agency as necessary

635

Work effort: 10 hrs per month x 10 months = 100 hrs

1.2 Research and Data Collection

A substantial volume of reports and data have been completed in the vicinity of the study area. This task will include becoming familiar with information provided in the following reports:

- Final Report – North Richmond Redevelopment Project Area Study
- North Richmond Specific Plan (Existing Conditions and Environmental Settings)
  - Issues, Opportunities/Constraints, and Assumptions Memorandum
  - Utility and Infrastructure Technical Memorandum
  - Traffic and Circulation Technical Memorandum
- Transportation Division past files and alignment studies for Goodrick and Parr Blvd
- Hydrology & Hydraulic Analysis by RJA (Have not located this report yet, but understand it exists).

After completing the initial research, provide a summary of "key assumptions and outstanding issues" to be confirmed or addressed prior to project scoping. The items included in this memo will provide the primary concepts to be confirmed from the previous studies. This would include confirmation of assumptions related to trip generation, land use, drainage assumptions, etc. This memo should also indicate where the information provided in the previous studies was not sufficient or where there is additional risk if the preliminary data is utilized without further analysis.

Deliverable:	Memo on Key Assumptions and Outstanding Issues	
Work Effort:	Data Research	60 hrs
	Prepare memo (key assumptions/outstanding issues)	20 hrs
		80 hrs

1.3 Milestone Meetings – Decision Point Discussions

After a cursory review of the documents listed above, it is noted that there are some inconsistencies between reports. It is assumed that a meeting will be required to resolve outstanding issues or confirm assumptions. For example, Parr Boulevard is identified in the North Richmond Final Report as a proposed standard four lane arterial; however, file drawings at the Public Works Department indicate that Parr Boulevard should ultimately be a three lane collector. Another issue to be resolved is how to allow flexibility in the design as the land use scenarios are currently undecided which affects trip generation and road design. The information developed through the data collected in Task 1.2 will be provided to help resolve these issues.

It is assumed that one meeting will be adequate to confirm direction for the project team. Substantial effort will be required for meeting preparation to provide concise and complete assessment of advantages and disadvantages for each decision point.

*If resolving these items require preparation of additional technical reports, alternative studies, or general research, this will be considered an additional services request.

636

Deliverable: One Milestone Decision Meeting

Work Effort:	Meeting Prep	30 hrs
	One meeting	10 hrs
		40 hrs

1.4 Prepare Parr/Goodrick Infrastructure Report

The following sub-tasks will be incorporated into the Infrastructure Report. The Report will provide preliminary design, proposed right of way, and cost estimates for the ultimate road configuration for Parr Boulevard and Goodrick Avenue. The report will also address any potential barriers to development related to limitations in the existing infrastructure. The limits of the project include 0.85 miles on Parr Boulevard from the Richmond Parkway to Union Pacific Railroad, and 0.40 miles on Goodrick Avenue from Parr Boulevard to Richmond Parkway.

1.4.a Preliminary Road Design

A preliminary horizontal and vertical alignment will be proposed as well as typical cross sections intermittently along the length of Parr Blvd (between the Richmond Parkway and the Union Pacific Railroad. Goodrick Avenue will ultimately be realigned at the intersection with Parr Boulevard to align with 3rd Street to the south. The primary parcel to be acquired with the realignment of Parr Boulevard is a superfund site with known contamination issues. It is proposed that a Phase 1 Assessment be performed by a consultant, along with proposed construction measures required to address the hazardous materials during construction. Based upon the results of the Phase 1 Assessment, Agency will be consulted to determine if the planning efforts on Goodrick Avenue, included with this report should continue as anticipated, with design on Goodrick remaining at a cursory level, OR if a Phase 2 Assessment would be added to the scope in order to quantify the cost of coping with hazardous materials. The current proposal assumes a Phase 1 Assessment and Alternatives Study for Goodrick.

The preliminary road design will include consideration of logical Phase 1 improvements versus ultimate road improvements, but the break-out of the Phase 1 improvements will be provided in Task 1.5, Phasing Analysis. The preliminary road design will also provide information for Agency to consider when assessing the preferred land use scenario or considering ultimate improvements required with site specific developments. The ultimate road configuration will be determined based upon the traffic analysis research from Task 1.2 and design decisions will be consulted with Agency through Task 1.3.

A primary issue to discuss will be the overall street concept related to priority on walk ability, transit, clean water BMP's and truck use. Photos or renderings will be provided to Agency to assist in the decision making for the street concept.

Once the main concepts have been resolved, further design will be performed to layout the proposed edge of traveled way, edge of pavement, coordination with utility locations, drainage improvements and resulting right of way limits. A concept will be proposed on whether road widening will be symmetrical or shifted to one side of the road, dependent upon the right of way analysis and the most cost effective alignment.

637

This road design task will incorporate the results from all the other tasks with the deliverable being a road layout/exhibit at 1"=100' with annotations to identify major constraints or design features. Contractor's staff will keep Agency informed on any outstanding issues to be resolved in final design, such as refinements of the road layout based upon the detailed design survey or adjustments to cost or construction methods based on the results of the Phase 2 Environmental Assessment.

Deliverables: Roadway Layout exhibit and cross sections Parr Boulevard;
Alternatives Technical Memo for Goodrick Avenue.

Work Effort:	
Roadway layout for Parr Blvd and R/W determination	70 hrs
Alternatives Study (Goodrick Avenue)	30 hrs
Vertical alignment	10 hrs
Cross Section alternatives	30 hrs
Quality control/oversight	40 hrs
Drafting	20 hrs
	200 hrs

1.4.b Utility Coordination

After detailed review of the Utility and Infrastructure Technical Memorandum, prepared in May 2008, meet with individual agencies to determine the remaining lifespan and capacity of the existing infrastructure to determine if the ultimate improvements can be deferred past Phase 1 construction, until the ultimate road improvements are constructed. The Utility Technical Memorandum for the Specific Plan Area (between San Pablo and Wildcat Creek) states that improvements and/or upgrades are required for every utility that exists in the study area. This task will require coordination with the service providers and Agency to discuss funding mechanisms and opportunities to defer improvements while efficiently managing the road disturbance to minimize trench work.

This task will also include a detailed inventory of existing utilities and the proposed location of additional lines for capacity, upgrades, and phasing options. This information will be summarized in text and mapping. A typical street cross section will be provided with a general guideline for utility locations as they relate to the existing, proposed, and ultimate cross section of public improvements. This inventory and coordination will be initiated with a project notice letter, and continue with a series of meetings to discuss comments, and confirmation of the proposed location, size, phasing and funding of the utility improvements.

It is estimated that these efforts will be significant and critical to assuring that the barriers are removed that could have deterred development in the past. The critical aspect of this task is to allow deferment of costs until the utility upgrades are necessary, so that funds can be available in Phase 1 for surface improvements which will provide the visual energy to begin revitalization. Assume 20 hrs of research and coordination per utility for sewer, water, electrical/gas, and cable/phone.

638

Deliverable: An exhibit for existing condition, phase 1 improvements, and ultimate utility service. As land use assumptions are somewhat undecided, the ultimate services exhibit may be left in draft stage.

Work Effort:

Research and Coordination	- Domestic Water	20 hrs
Research and Coordination	- Sewer	20 hrs
Research and Coordination	- gas/electric	20 hrs
Research and Coordination	- cable/phone	20 hrs
Drafting		20 hrs
		100 hrs

1.4.c Environmental Research

One of the first tasks to be initiated with the Infrastructure Report will be a request to an environmental consultant currently on retainer with the County to perform a Phase 1 Assessment for the Study Area. With a known superfund site in the vicinity, feedback from a Phase 1 Assessment will help quantify costs related to any roadway excavation, utility trench work, or grading of the adjacent lots. This information will be critical in budgeting for the ultimate improvements as well as understanding the ramification of regional drainage improvements which may require either levee work, detention basin excavation, or other sub grade improvements. If the on-site material is considered contaminated, it could significantly affect the cost and it may be beneficial to amend the design to limit excavation work.

Agency will be consulted on the results of the Phase 1 Assessment to determine if more accurate data is preferred during the planning process or if it would be deferred to the design phase.
It is assumed that the other detailed environmental studies related to biological, cultural, archeological impacts or regulatory permits will be prepared during the Design stage of the project. ; However, additional services can be added if Agency requests additional environmental studies with the planning stage.

Deliverable: Phase 1 Assessment (may be performed by Agency or Contractor depending on available contracts.)

Work Effort: Consultant Contract Estimate $ 15,000
Environmental Management 20 hrs

1.4.d Right of Way Analysis

This task relates to the task of researching right of way history, confirming the underlying title holder and estimating the cost of acquisition for alternative alignments. Information would be provided in a technical memorandum to estimate right of way cost or to perform a cost comparison of alignment or phasing alternatives.

Deliverable: Right of Way Analysis Memo with cost estimate.

Work Effort: Real Property Agent 40 hrs

639

1.4.e Hydrology and Hydraulic Study

One of the record documents in Task 1.2 indicates that RJA Consultants have prepared a hydrology and hydraulic report for the project area. This task will require reviewing this report, consultation and research by the Flood Control District and identification of the next steps required in the local AND regional drainage design for the study area. This item along with the analysis of the hazardous materials appears to have the greatest impact on the ultimate design cost.

A drainage report will be prepared which proposes drainage infrastructure to accommodate the 10, 25 and 100 year anticipated design storm for the existing and proposed conditions. This will help determine if the improvements are required at Phase 1 or could be deferred. The technical memo and exhibits will include sizing of the proposed facilities required to convey the local runoff from the project site for both a curb and gutter configuration and a roadside ditch configuration. The study should also propose improvements required to address regional flooding issues. This section of the report should provide a qualitative comparison of the cost to build levees, flood walls, or other regional improvements to remove the project area from the 100 year floodplain, as well as the option to avoid the cost of regional drainage infrastructure and instead construct future floor elevations of the proposed buildings above the 100 year flood elevation.

The drainage report as proposed is a significant work effort, intended to identify the major constraints that historic drainage issues in this area could present when looking at ultimate buildout of the area. This type of data will provide the most reliable information related to ultimate cost of infrastructure.

Deliverable: Drainage Report

Work Effort:	
Review of existing data	40 hrs
Hydrology Study	40 hrs
Hydraulic Study	60 hrs
Consider FEMA req'mts	40 hrs
Prepare tech memo	40 hrs
Quality Control	40 hrs
	260 hrs

1.4.f Prepare Parr/Goodrick Infrastructure Report and Cost Estimate

An Infrastructure Report will be prepared to include the proposed roadway layout, technical data, and cost estimates. The Report will specify project constraints and provide a roadmap for future improvements and for RDA and/or developers to utilize when penciling out the project costs. The report will be prepared in draft form and routed to internal staff as well as utilities, Agency, and the Supervisor's Office. The report will be finalized with an effort to create a usable

640

document for technical information and future design steps. An executive summary can be provided in layman's terms for future use in community meetings or advisory groups.

Cost estimates will be prepared to include construction costs as well as soft costs. The Final Report for the North Richmond Redevelopment Project Area will be used as reference; but the cost estimate format will be the typical Public Works format. The cost estimate will be prepared for one scenario for ultimate improvements to Parr Boulevard and Goodrick Avenue. Other alternatives can be considered as requested by Agency.

Deliverable: Draft and Final Infrastructure Report; Cost Estimates

Work Effort:	
Prepare Draft Report and Exhibits	40 hrs
Prepare Cost Estimate	40 hrs
Review and Route draft report	40 hrs
Finalize Report	60 hrs
	180 hrs

1.5 Phasing Plan

Contractor will prepare a phasing analysis, recognizing that the available funding is currently $3.9 million. A second Milestone meeting will be held with Agency to discuss the options for infrastructure improvements to arrive at the targeted Phase 1 funding. Preparation for this meeting will include a summary memo of Phase 1 options with cost estimates. Once Contractor receives confirmation by Agency on the desired Phase 1 features, the Phase 1 report will be prepared. This report or technical memorandum will identify the project description and design assumptions for Phase 1 and an associated layout and cost estimate. A phase 2 project will also be proposed; however, the focus of the meeting and confirming the phased scope will be focused on the Phase 1 project.

Deliverable: Phasing Plan

Work Effort:	
Prepare Phase 1 Alternatives and Cost estimates	120 hrs
Milestone Meeting and prep	40 hrs
Quality Control	30 hrs
	190 hrs

2. IMPLEMENTATION PHASE:

The implementation phase of the project provides for the design and construction of the Phase 1 project that is developed in the Planning Phase of this Program and includes the following tasks: Design, Environmental, Real Property Acquisition, Surveys/Right of Way Engineering, Construction Engineering, and Construction.

The Implementation Phase will be developed in greater detail including identification of deliverables following the conclusion of the Planning Phase of this project when the scope of the Phase 1 project is defined.

641

2.1 Design

The design tasks includes the preparation of plans, specifications, and estimate in accordance with County and State design standards; coordination with utilities, project management, coordination with Environmental and Real Property groups.

2.2 Environmental

The environmental tasks include preparation of the environmental document under the California Environmental Quality Act (CEQA), and acquisition of permits, as needed. The Agency will provide the environmental tasks for this program unless the complexities of the environmental issues require the Contractor's expertise.

2.3 Real Property

The real property tasks may include real property appraisals, researching property rights and title reports, negotiations with property owners, and acquisition of land rights.

2.4 Surveys/Right of way Engineering

Survey tasks include obtaining topographaphy and setting survey control. Right of way engineering tasks may include researching property right information, determining existing property boundaries, developing plat and legals for proposed land acquisitions.

2.5 Construction Engineering

Construction Engineering tasks include administering the project through the construction phase and inspecting and accepting the work for compliance with project design requirements.

642

C.52

To: **Redevelopment Agency Bd of Directors**

From: **Jim Kennedy, County Redevelopment Director**

Date: **March 22, 2011**

Contra Costa County

Subject: Approval of Memorandum of Understanding Regarding the Bailey Road Transit Access Improvement Project

---

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Redevelopment Director to execute the Memorandum of Understanding by and between the Contra Costa County Redevelopment Agency, Contra Costa County, and the City of Pittsburg for the Bailey Road Transit Access Improvement Project.

FISCAL IMPACT:

None to the General Fund. The Redevelopment Agency budgeted $332,826 (capital bond proceeds) which will be used to cover the County's local match for grant funds received for this project. The Agency was also credited for a portion of the local match for the right-of-way conveyed from Agency-owned property on the eastern side of Bailey Road for the Project.

CONSEQUENCE OF NEGATIVE ACTION:

The County would not enter into an MOU with the Contra Costa County Redevelopment Agency and the City of Pittsburg for the Bailey Road Transit Access Improvement Project, resulting in the loss of $1.7 million which has been committed for the Project.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES ____ NOES ____

ABSENT ____ ABSTAIN ____

RECUSE ____

Contact: Maureen Toms, 925-335-7230

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: March 22, 2011

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

By: , Deputy

cc:

BACKGROUND:

The County Public Works Department and Redevelopment Agency (Agency) are working with the City of Pittsburg to implement the Bailey Road Transit Access Improvement Project. The improvements would be to Bailey Road between State Route 4 and Leland Road, within the City of Pittburg and the unincorporated Bay Point community. The eastern side of Bailey Road, includes the Orbisonia Heights neighborhood where the Agency has been working on a land assemblage program for transit oriented development. The Agency recently conveyed approximately two-and-a- half feet for road right-of-way and five feet for public utility easement along the Bailey Road frontage of Orbisonia Heights.

The total cost of the Project is $4.28 million. The Agency and City have applied for and been granted funds through the Safe Routes to Transit Program in the amount of $650,000, Transportation Development funds in the amount of $160,000, and Transportation for Livable Communities in the amount of $989,000, for use toward the Project. Approximately $1.193 million in Bailey Road Maintenance Disposal Surcharge funds will also be used for the Project. Of the remaining amount of the Project cost, City will contribute $956,635 and Agency will contribute $332,826.

The County, as the Responsible Agency, adopted the Mitigated Negative Declaration for the project on January 11, 2011.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY, THE REDEVELOPMENT AGENCY OF THE COUNTY OF CONTRA COSTA, AND THE CITY OF PITTSBURG
FOR THE
BAILEY ROAD IMPROVEMENT PROJECT

1. PARTIES. Effective on the ___ day of _____2011, the County of Contra Costa, a political subdivision of the State of California ("COUNTY"), the Redevelopment Agency of the County of Contra Costa, a redevelopment agency organized and existing under the Community Redevelopment Law, Health and Safety Code sections 33000 et seq. ("AGENCY"), and the City of Pittsburg, a municipal corporation ("CITY"), mutually agree and promise as follows:

2. RECITALS.

(a) The Bailey Road Improvement Project ("PROJECT") is a project to reconstruct and widen Bailey Road between the Highway 4 interchange and West Leland Road, shown in EXHIBIT A. The PROJECT includes improvements to the eastern side of Bailey Road, which is in the unincorporated Contra Costa County in the Pittsburg/Bay Point area. CITY is responsible for the design and construction of the PROJECT. The total cost of the PROJECT is $4.28 million. The cost estimate is identified in EXHIBIT B.

(b) Under Health and Safety Code section 33445, certain findings concerning the unavailability of alternative means of financing and benefit to the redevelopment project area must be made before AGENCY can provide financial assistance to the PROJECT. The Board of Supervisors has made the findings required by Health and Safety Code section 33445.

(c) AGENCY and CITY have applied for and been granted funds through the Safe Routes to Transit Program in the amount of $650,000, Transportation Development funds in the amount of $160,000, and Transportation for Livable Communities in the amount of $989,000, for use toward the PROJECT.

(d) COUNTY Land Use Permit 2020-89 authorizes the Keller Canyon Landfill Company (hereinafter referred to as "DEVELOPER") to establish and operate a sanitary landfill adjacent to Bailey Road in the unincorporated area of Contra Costa County.

(e) COUNTY Condition of Approval No. 29.6 of Land Use Permit 2020-89 requires the DEVELOPER to determine and fund necessary improvements of the right hand outside lanes of Bailey Road roadway from the Pittsburg city limits to the Highway 4 interchange to mitigate impacts from the southbound and northbound truck traffic to and from the landfill site. Condition of Approval No. 29.6 of Land Use Permit 2020-89 is attached as Exhibit C.

(f) COUNTY Condition of Approval No. 29.6 of Land Use Permit 2020-89 requires the DEVELOPER to fund the OUTSIDE LANE IMPROVEMENTS. The OUTSIDE LANE IMPROVEMENTS are identified as improvements along Bailey Road on the outside northbound and southbound lanes between West Leland and Highway 4. Pursuant to Condition of Approval No. 29.6 of Land Use Permit 2020-89, COUNTY, in consultation

with the CITY, has determined that the amount necessary to fund the OUTSIDE LANE IMPROVEMENTS is $1,193,000. The cost estimate of the OUTSIDE LANE IMPROVEMENTS is attached as Exhibit D. COUNTY has collected $1,193,000 from DEVELOPER. A total of $1,093,000 of the collected DEVELOPER funds will be transferred to CITY for the PROJECT.

(g) Of the remaining amount of the PROJECT cost, CITY will contribute $956,635 and AGENCY will contribute $332,826.

3. CITY'S RESPONSIBILITIES.

(a) CITY shall complete preliminary PROJECT engineering, PROJECT environmental processing and review, PROJECT design, PROJECT right-of-way engineering, and advertise for bids and award a contract for PROJECT construction to the lowest responsible bidder. All engineering and design work for the OUTSIDE LANE IMPROVEMENTS shall be performed to the satisfaction of COUNTY, in accordance with COUNTY standards and requirements, including the standards specified in Condition of Approval No. 29.6 of Land Use Permit 2020-89. Before award of the PROJECT: (1) CITY shall obtain COUNTY's written approval of the design documents and specifications for the PROJECT; and (2) CITY's Council shall approve the design for the PROJECT, including the OUTSIDE LANE IMPROVEMENTS, pursuant to Government Code Section 830.6.

(b) CITY shall ensure that the following insurance requirements are incorporated into all contracts entered into by the CITY, or their contractors, subcontractors or assigns, in connection with this Agreement: (1) contractors shall maintain workers' compensation insurance pursuant to state law; (2) contractors shall maintain commercial general liability insurance, including contractual liability (or blanket contractual) coverage, owners' and contractors' protective coverage, and broad form property damage coverage, with a minimum single-limit coverage of $2 million per occurrence; (3) contractors shall maintain builders' risk insurance in an amount equal to the construction contract amount, with a waiver of subrogation for the City and County and Agency, and naming the City and County and Agency as loss payees; and (4) contractors shall maintain vehicle liability insurance with a minimum combined single-limit coverage of $1 million per occurrence. Contractors shall provide certificates of insurance, copies of policies, or endorsements evidencing the above insurance coverage and requiring at least 30 days' written notice to the City and County and Agency of policy lapse, cancellation, or material change in coverage. The commercial general liability insurance and vehicle liability insurance shall include endorsements naming the County and City and Agency, and their governing bodies, officers, agents and employees, as additional insureds. The aforementioned insurance policies shall contain a provision that the insurance afforded thereby to the additional insureds shall be primary insurance to the full limits of the policy and that, if any of the additional insureds has other insurance or self-insurance against a loss covered by such policy, such insurance or self-insurance shall be excess insurance only.

(c) CITY shall ensure that the contract documents for the PROJECT include provisions requiring the successful bidder to provide indemnity, warranties and bonds in the amounts and manner set forth below.

(1) Indemnity. The Contractor will be required to defend, indemnify and hold

harmless the County and City and Agency, and their governing bodies, officers, agents and employees, from and against any and all liability, claims, actions, cause of action or demands whatsoever against any of them, including related attorneys' fees, arising out of or connected with any injury or death of any person or damage to property or other liability of any nature arising out of or in any way connected with the Project. Except as prohibited by Civil Code section 2782, the Contractor's obligations under this section shall exist regardless of the existence or degree of fault of the County or City or Agency or any indemnitee.

(2) Warranties. In addition to all warranties existing at law, the Contractor will be required to provide an express warranty for the benefit of the County and City and Agency, for a one-year time period, containing, at a minimum, the Contractor's guarantee that the work has been performed in accordance with the plans and specifications, and the Contractor's agreement to repair or replace all work that fails to conform to the plans and specifications or proves to be defective in workmanship or materials during the stated time period. The warranty period shall commence on the first working day following City Council acceptance of the work of improvement as complete.

(3) Bonds. The Contractor will be required to present two good and sufficient surety bonds, one for payment and one for performance, each in an amount equal to 100 percent of the contract price, issued by a surety admitted in the State of California in a form satisfactory to the County and City and Agency, naming the County and City and Agency as obligees on the bonds.

(d) CITY shall perform contract administration for the PROJECT within the jurisdictional boundaries of both the COUNTY and CITY.

(e) CITY shall require its Contractor to apply to COUNTY for a no-fee encroachment permit for all improvements constructed within the jurisdictional boundaries of the COUNTY public right of way, and comply with all permit terms. CITY shall require its contractor to apply for an encroachment permit in substantially the form attached to this MOU as Exhibit E.

(f) CITY shall enter into a right-of-entry agreement with AGENCY for construction of improvements on AGENCY-owned property. CITY shall enter into a right-of-entry agreement in substantially the form attached to this MOU as Exhibit F.

(g) CITY shall have no obligation to award a contract for construction of the improvements pursuant to this MOU if the City Council determines, for any reason, that award is not in the public interest. If the CITY does not award a contract for construction of the improvements, CITY will reimburse AGENCY and COUNTY any amounts advanced for construction pursuant to Paragraph 5.

4. COUNTY'S RESPONSIBILITIES.

(a) COUNTY shall transfer to the CITY the amount not to exceed $1,093,000.00 to cover costs of installing the OUTSIDE LANE IMPROVEMENTS, including all preliminary engineering, design, right of way engineering, environmental, and construction costs, according to the following schedule: COUNTY shall pay the amount of $546,500.00 on the day the PROJECT contract is awarded by CITY. COUNTY shall pay another $273,250.00 to CITY when fifty percent of the OUTSIDE LANE IMPROVEMENTS has

been constructed, as determined by the CITY and COUNTY. The remaining $273,250.00 will be transferred to CITY upon completion of the OUTSIDE LANE IMPROVEMENTS. COUNTY shall not be responsible for any other PROJECT costs. COUNTY will retain $100,000.00 of the $1,193,000.00 it collects from the DEVELOPER to cover COUNTY staff costs associated with OUTSIDE LANE IMPROVEMENTS, which staff costs include construction engineering and coordination with the CITY. CITY shall not be responsible for any costs incurred by COUNTY in excess of the DEVELOPER fees withheld.

(b) COUNTY Board of Supervisors shall approve the PROJECT improvement plans and specifications prepared by the CITY prior to CITY awarding the project for construction.

(c) COUNTY shall issue an encroachment permit to CITY's Contractor for all improvements constructed within the jurisdictional boundaries of the COUNTY, at no fee to CITY or Contractor. The encroachment permit will be in substantially the form attached to this MOU as Exhibit E.

(d) For features affecting COUNTY, to provide a qualified representative who shall have authority to accept or reject work, materials or to order any actions needed for public safety or the preservation of property and to assure compliance with all provisions of the COUNTY's encroachment permit. COUNTY's representative shall have no direct contact with CITY's Contractor, but shall make all comments and recommendations to the CITY's representative. COUNTY's representative shall make all recommendations to the CITY's representative.

5. AGENCY RESPONSIBILITIES. AGENCY shall contribute $332,826 to CITY for CITY's use toward the PROJECT ("AGENCY Contribution"). AGENCY shall transmit $332,826 to CITY within 30 days after CITY presents an invoice to AGENCY for the AGENCY Contribution. In no event shall AGENCY's obligation under this MOU exceed $332,826.

6. HOLD HARMLESS.

(a) Nothing in this agreement is intended to affect the legal liability of any party by imposing any standard of care, with respect to the work performed hereunder, different from the standard of care imposed by law.

(b) To the extent not covered by the Contractor's insurance and indemnification provided pursuant to Section 3(b) and 3(c), CITY shall defend, hold harmless, and indemnify COUNTY and AGENCY, and their officers, agents and employees, against any and all claims, demands, damages, costs, expenses or liability arising out of the design and construction of the PROJECT prior to acceptance of the PROJECT by the COUNTY, except for liability arising out of the sole negligence or willful misconduct of COUNTY or AGENCY, or their officers, agents or employees.

7. COMPLETION. Upon completion of the PROJECT, COUNTY and CITY shall conduct a joint final inspection of the PROJECT within the COUNTY's jurisdictional boundaries. The City Council will accept the work of improvement as complete following said final inspection. The legislative body of the COUNTY and AGENCY will accept the work of improvement within their respective jurisdictional areas contemporaneous to acceptance by the City Council. The COUNTY Board of Supervisors will accept the work of improvement within its jurisdiction as soon as practicable following acceptance by the City Council. For features affecting COUNTY, the CITY shall warrant that the road and ancillary

improvements located within the PROJECT are constructed, installed and completed in accordance with the approved plans and specifications to the reasonable satisfaction of the COUNTY.

8. GUARANTEE, WARRANTY AND ACCEPTANCE. CITY shall require that its Contractor guarantee that the PROJECT are and will be free from defects and will perform satisfactorily in accordance with COUNTY standards and requirements. Prior to the expiration of the one year warranty period of the OUTSIDE LANE IMPROVEMENTS, COUNTY and CITY shall conduct a joint final inspection. After COUNTY and CITY have determined that the work of improvements has performed during the warranty period to COUNTY's and CITY's satisfaction, COUNTY shall provide concurrence for a release of the warranty bond for the OUTSIDE LANE IMPROVEMENTS within the COUNTY's jurisdictional area. COUNTY shall not unreasonably withhold said release.

9. OWNERSHIP AND MAINTENANCE

(a) After COUNTY accepts the PROJECT as complete, COUNTY shall own and maintain the portion of the PROJECT located in Contra Costa County's jurisdictional boundaries, shall assume total responsibility for that portion, and shall defend, indemnify, save and hold harmless CITY, its governing body, officers, agents, and employees, against all claims, demands, suits, costs, expenses, and liability for any damages, injury, sickness, or death occurring after acceptance and relating to the design, construction, use, operation or maintenance of the portion of the PROJECT located in Contra Costa County.

(b) After CITY accepts the PROJECT as complete, CITY shall own and maintain the portion of the PROJECT located in CITY of Pittsburg's jurisdictional boundaries, shall assume total responsibility for that portion, and shall defend, indemnify, save and hold harmless COUNTY, its governing body, officers, agents, and employees, against all claims, demands, suits, costs, expenses, and liability for any damages, injury, sickness, or death occurring after acceptance and relating to the design, construction, use, operation, or maintenance of the portion of the PROJECT located in the CITY of Pittsburg.

10. TERM OF AGREEMENT. Except for the provisions of paragraphs 6 and 9, this agreement shall expire upon the end of the warranty period of the PROJECT as specified in paragraph 8; provided, however, if CITY does not award a contract pursuant to paragraph 3(h), this agreement shall terminate.

11. AGREEMENT MODIFICATION. This Agreement shall be subject to modification only with the written consent of the legislative bodies of all parties. No party shall unreasonably withhold its consent to modification for the implementation and accomplishment of the overall purpose for which this Agreement is made.

12. ACCOUNTABILITY. The parties shall provide strict accountability of any and all funds and shall report to each other all receipts and disbursements. CITY will be strictly accountable for all funds and will report all receipts and disbursements for the PROJECT to COUNTY and AGENCY when requested.

13. USE OF FUNDS. CITY shall use the AGENCY and COUNTY contribution solely for the PROJECT.

14. NOTICE. All correspondence regarding this MOU, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and telephone numbers:

AGENCY:
James Kennedy, Redevelopment Director
2530 Arnold Drive, Suites 190
Martinez, CA 94553
(925) 335-7200

CITY:
Joe Sbranti, City Engineer
65 Civic Drive
Pittsburg, CA 94565
(925) 252-4930

COUNTY:
Julia Bueren, Public Works Director
255 Glacier Drive
Martinez, CA 94553
(925) 313-2201

15. CONSTRUCTON. The section headings and captions of this MOU are, and the arrangement of this instrument is, for the sole convenience of the parties to this MOU. 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 MOU.

16. Entire MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.

17. COUNTERPARTS. This MOU may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original with all counterparts constituting but one and the same instrument. The execution of this Agreement will not become effective until counterparts have been executed by all parties. Faxed signatures on this MOU or any notice, consent, or amendment required under this Agreement are binding.

IN WITNESS WHEREOF, the parties have each executed this MOU as of the Effective Date.

CONTRA COSTA COUNTY

By _____
Gayle B. Uilkema, Chair
Board of Supervisors

ATTEST:
David Twa

CITY OF PITTSBURG

By _____
Will Casey, Mayor

ATTEST:
Alice E. Evenson

Clerk of the Board of Supervisors and County Administrator

By _____
Deputy Clerk

RECOMMENDED FOR APPROVAL:
Julia R. Bueren
Public Works Director

By _____

FORM APPROVED:
Sharon L. Anderson
County Counsel

By _____
Deputy

City Clerk

By _____
Deputy Clerk

RECOMMENDED FOR APPROVAL:
Joe Sbranti
City Engineer

By _____

FORM APPROVED:
Ruthann G.Ziegler
City Attorney

By _____
Deputy

REDEVELOPMENT AGENCY OF THE COUNTY OF CONTRA COSTA

By _____
Gayle B. Uilkema, Chair
Board of Supervisors

ATTEST:
David Twa
Clerk of the Board of Supervisors and County Administrator

By _____
Deputy Clerk

RECOMMENDED FOR APPROVAL:
James Kennedy
Redevelopment Director

By _____

FORM APPROVED:
Sharon L. Anderson
County Counsel

By _____
Deputy

EXHIBIT A
(("PROJECT" Layout - Bailey Road Improvement Project))

EXHIBIT B
(("PROJECT" - Cost Estimate))

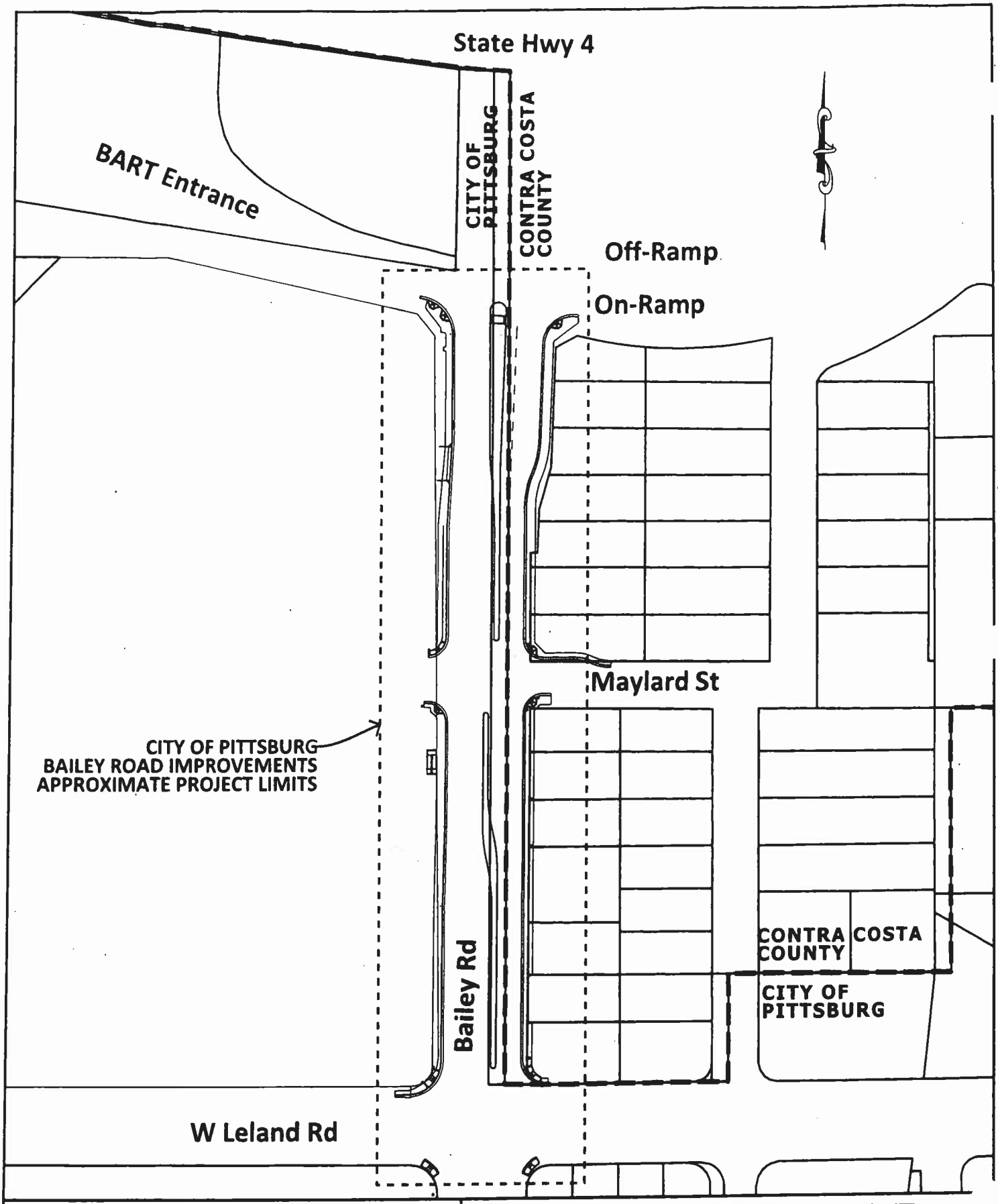
EXHIBIT C
((Conditions of Approval for Land Use Permit 2020-89))

EXHIBIT D
(("OUTSIDE LANE IMPROVEMENTS" - Cost Estimate))

EXHIBIT E
((ENCROACHMENT PERMIT))

EXHIBIT F
((RIGHT OF ENTRY AGREEMENT))

EXHIBIT A
"PROJECT" Layout - Bailey Road Improvement Project



Contra Costa County
Public Works
Department

255 GLACIER DRIVE MARTINEZ, CALIFORNIA 94553 PH: (925) 313-2000 FAX: (925) 313-2333

EXHIBIT A - PROJECT LAYOUT

BAILEY ROAD IMPROVEMENT PROJECT

DB: BB CB: _____ DATE: JAN 2011 SHEET 1 OF 1

EXHIBIT B
"PROJECT" - Cost Estimate

DKS Associates

1000 Broadway, Suite 450
Oakland, CA 94607
(510)763-2061

Estimated by: ABH
Checked by: TJK
Date Revised: 6/9/2010
Revised by
Date Revised

Pittsburg Bailey Road Widening
95% Engineer's Estimate

Item No.	Description	Quantity	Units	Unit Cost	Line Total
1	Mobilization (10%)	1	LS	$251,361.00	$251,361.00
2	Traffic Control System (5%)	1	LS	$102,853.00	$102,853.00
Civil					
3	Water Pollution Control (SWPPP)	1	LS	$10,000.00	$10,000.00
4	Erosion Control	1	LS	$30,000.00	$30,000.00
5	Demolition	1	LS	$53,100.00	$53,100.00
6	Clearing and Grubbing, Tree Removal, and Tree Protection	1	LS	$54,500.00	$54,500.00
7	Earthwork Excavation and Off Haul	4591	CY	$40.00	$183,640.00
8	Contractor Utillity Ajustment Allowance	1	LS	$33,350.00	$33,350.00
9	Temporary Railing (Type K)	840	LF	$50.00	$42,000.00
10	Grinding Existing Pavement	10880	SF	$3.00	$32,640.00
11	Aggregate Base	2848	CY	$80.00	$227,840.00
12	Asphalt Concrete	3840	TON	$107.00	$410,880.00
13	Asphalt Concrete Overlay	135	TON	$107.00	$14,445.00
14	PCC Curbs and Gutters	1925	LF	$19.00	$36,575.00
15	PCC Median Curb	1525	LF	$15.00	$22,875.00
16	PCC Sidewalks	16290	SF	$5.00	$81,450.00
17	PCC Driveway	4	EA	$10,000.00	$40,000.00
18	Special PCC Ramp to Retail Center (AutoZone)	1	LS	$5,388.89	$5,388.89
19	Special PCC Ramp to Retail Center (Blockbuster)	1	LS	$22,072.22	$22,072.22
20	Curb Ramps	14	EA	$3,000.00	$42,000.00
21	Guardrail	1	LS	$28,275.00	$28,275.00
22	Handrail	1	LS	$9,375.00	$9,375.00
23	Controlled Low Strength Material	200	CY	$50.00	$10,000.00
24	Storm Drain Piping - 18 inch RCP	86	LF	$125.00	$10,750.00
25	Storm Drain Piping - 15 inch RCP	27	LF	$100.00	$2,700.00
26	Abandon Pipe	18	LF	$100.00	$1,800.00
27	Remove Inlet	1	EA	$500.00	$500.00
28	Construct Manhole	1	EA	$4,000.00	$4,000.00
29	Storm Drain Inlet	6	EA	$3,000.00	$18,000.00
30	Bailey Rd/Maylard St Traffic Signal	1	LS	$146,046.50	$146,046.50
31	Bailey Rd/Leland Rd Traffic Signal	1	LS	$72,238.00	$72,238.00
32	Bailey Rd/SR-4 Ramps Traffic Signal	1	LS	$9,000.00	$9,000.00
33	Street Lighting	1	LS	$321,970.00	$321,970.00
34	Remove Sign and Post	2	EA	$200.00	$400.00
35	Relocate Sign and Post	22	EA	$350.00	$7,700.00
36	Thermoplastic Traffic Stripe	1160	LF	$3.00	$3,480.00
37	Thermoplastic Pavement Marking	405	SF	$10.00	$4,050.00
38	Paint Traffic Stripe	5835	LF	$2.00	$11,670.00
39	Pavement Markers	168	EA	$10.00	$1,680.00
40	Remove Existing Striping	1175	LF	$1.00	$1,175.00
41	Removal of Raised Pavement Markers	98	EA	$5.00	$490.00
42	Monument Reset	3	EA	$3,000.00	$9,000.00
43	Construction Staking	1	LS	$40,000.00	$40,000.00

42	Temporary Traffic Signal at Bailey Rd. and Leland Rd.	1	LS	$132,800.00	$132,800.00
43	Temporary Traffic Signal at Bailey Rd. and Marylard St.	1	LS	$82,200.00	$82,200.00
44	Temporary Traffic Signal at Bailey Rd. and SR-4 Ramps	1	LS	$89,900.00	$89,900.00
45	Retaining Wall along West Side of Bailey Rd and North of Bailey Rd/W.Leland Intersection	265	SF	$ 150.00	$ 39,750.00
46	Retaining Wall along West Side of Bailey Rd and North of Bailey Rd/Maylard St Intersection	515.00	SF	$ 150.00	$ 77,250.00
47	Retaining Wall along East Side of Bailey Rd and in front of Parcel 6	132	SF	$ 150.00	$ 19,800.00
48	Retaining Wall along East Side of Bailey Rd and in front of Parcel 9	99	SF	$ 150.00	$ 14,850.00
				Civil Subtotal	**$2,513,605.61**
Landscape					
	Planting				
49	#24 Size Tree	7	EA	$265.00	$ 1,855.00
50	#15 Size Tree	54	EA	$150.00	$ 8,100.00
51	#5 Size Shrub	166	EA	$45.00	$ 7,470.00
52	#1 Size Containers	320	SF	$12.00	$ 3,840.00
53	4" Pot Planting	774	EA	$4.50	$ 3,483.00
54	Soil Preparation	15,839	SF	$0.30	$ 4,751.70
55	Bark Mulch, 2" Deep	103	CY	$35.00	$ 3,614.92
56	Root Barriers	1,032	LF	$7.50	$ 7,740.00
57	Finish Grading	16,732	SF	$0.25	$ 4,183.00
				Landscape Subtotal	**$ 45,037.62**
	Irrigation				
58	Root Watering System	122	EA	$40.00	$ 4,880.00
59	12" Spray Heads	86	EA	$35.00	$ 3,010.00
60	Landscape Dripline	5,637	LF	$0.75	$ 4,227.75
61	1" Valves	12	EA	$150.00	$ 1,800.00
62	1" Mainline	1,190	LF	$3.75	$ 4,462.50
63	2" Mainline	200	LF	$5.50	$ 1,100.00
64	Quick Coupler Valves	12	EA	$125.00	$ 1,500.00
65	12 Station Controller w/ enclosure	1	EA	$12,000.00	$ 12,000.00
66	Chase@ 2.50/FT	600	LF	$2.50	$ 1,500.00
67	Chase Installation @ 75.00/20' ±	30	EA	$75.00	$ 2,250.00
				Irrigation Subtotal	**$ 36,730.25**
	Miscellaneous				
68	Cobble Set in Mortar	333	SF	$8.50	$ 2,830.50
69	Mow Curb	255	LF	$20.00	$ 5,100.00
70	Private Property Irrigation/Planting Reconstruction	2,865	SF	$4.50	$ 12,892.50
				Miscellaneous Subtotal	**$ 20,823.00**
				Landscape Subtotal	**$ 102,590.87**
				Sub-Total	**$2,970,411.00**
	Contingencies (10%)				$297,041.10
	Construction Management (8%)				$237,632.88
	Right of Way Acquisition				$33,160.00
				Total	**$3,538,245.00**

EXHIBIT C
Conditions of Approval for Land Use Permit 2020-89

LAND USE PERMIT 2020-89

CONDITIONS OF APPROVAL

KELLER CANYON LANDFILL

Approved by the
CONTRA COSTA COUNTY BOARD OF SUPERVISORS
JULY 24, 1990

Amended by the:
CONTRA COSTA COUNTY BOARD OF SUPERVISORS
NOVEMBER 1, 1994 (Amendment 1)
JUNE 25, 2002 (Amendment 2)

roadway shall be approved by the County Public Works and Community Development Department in consultation with the Riverview Fire Protection District.

29.4 Landfill Entrance. The Landfill developer shall construct the Bailey Road entrance to the site in a manner that provides safe access into the landfill. This improvement shall include the following for proper sight distance and intersection design: a separate left turn lane at least 150 feet in length and an acceleration lane, at least 1200 feet in length, leading north on Bailey Road, away from the site. The landfill developer shall also become responsible for a traffic signal at a later date, if warranted. The County Public Works Department shall approve the design of the entrance and estimate its cost. All costs shall be borne by the Landfill developer.

29.5 Bailey Road, Pittsburg city limits to the Landfill Entrance. The Landfill developer shall reconstruct the sections of Bailey Road between the city limits and the landfill entrance. The reconstructed roadway shall provide the sight distance, and roadway geometrics (including shoulder widening) specified by the County Public Works Department for truck use. This shall include two twelve-foot lanes with eight-foot shoulders. These improvements shall be in place prior to commencement of landfill operations. The Landfill developer shall upgrade the pavement capacity to reflect a 20-year life (an estimated Traffic Index of 10.0 - 10.5) along Bailey Road between the Pittsburg city limits and the landfill entrance. The County Public Works Department shall approve the design of the roadway and pavement reconstruction and estimate its cost. All costs shall be borne by the Landfill developer.

29.6 Bailey Road Pavement Study. The Landfill developer shall conduct a study of the Bailey Road roadway from the Pittsburg city limits to the Highway 4 interchange to determine the improvements necessary to re-construct the right hand (outside) traffic lanes of the road to a 20-year pavement standard to be an estimated Traffic Index of 10.0 to 10.5. The County Public Works Department, in consultation with the City of Pittsburg, shall estimate the costs of the improvements, estimate the longevity of the existing roadway under increased traffic conditions, and determine a per-ton refuse disposal surcharge adequate to fund the improvements when reconstruction is necessary. The Landfill operator shall impose the surcharge and pay it quarterly into a segregated account established by the County. The design of the improvements, their costs, the surcharge and its disbursement shall be approved by the Board of Supervisors.

29.7 Road Maintenance. Subsequent to the funding of the above traffic lane up-grading improvements, the landfill operator shall impose a surcharge for the maintenance of Bailey Road between the Highway 4 interchange and the Landfill intersection. The surcharge shall be estimated by the County Public

EXHIBIT D
"OUTSIDE LANE IMPROVEMENTS" - Cost Estimate

Transportation Engineering — Planning Cost Estimate

Contra Costa County Department of Public Works

Project Name: Bailey Road Reconstruction (Outside lanes only)

Project Location: Between SR4 south on/off ramp and West Leland Road

Project Length: 900 Feet/2,400 Square Yards + 1,500 Square Yards (Intersection conforms)

Date of Estimate: May 26, 2009

Revision No.
Revision Date

Prepared by: Angela Villar

No.	Description	Quantity	Units	Unit Cost	Total
1	Mobilization	1	LS	$50,000.00	$50,000.00
2	Traffic Control System	1	LS	$60,000.00	$60,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$15,000.00	$15,000.00
4	Construction Area Signs	10	EA	$350.00	$3,500.00
5	Sawcut	3,600	LF	$3.00	$10,800.00
6	Roadway Obliteration	1,200	CY	$50.00	$60,000.00
7	Hot Mix Asphalt (1.5 feet)	2,430	TON	$125.00	$303,750.00
8	Grind Existing Roadway (Conforms)	13,500	SF	$4.00	$54,000.00
9	Hot Mix Asphalt (0.5 feet) (Conforms)	506	TON	$125.00	$63,281.25
10	Curb Ramps (assumed need new)	20	EA	$3,500.00	$70,000.00
11	Striping Removal	3,600	LF	$1.00	$3,600.00
12	Striping and pavement markings	3,600	LF	$3.00	$10,800.00
13	Traffic Signal Loop Detectors	25	EA	$500.00	$12,500.00

OTHER COSTS:				
	Preliminary Engineering (15%)	$107,584.69	SUBTOTAL (a)	$717,231.25
	Construction Engineering (15%)	$107,584.69	OTHER COSTS	$310,169.38
	RW Engineering	$10,000.00	SUBTOTAL (b)	$1,027,400.63
	Real Property	$0.00	CONTINGENCY*	$164,963.19
	R/W Acquisition	$0.00	TOTAL	$1,192,363.81
	Caltrans/City of Pittsburg Coordination/Review	$50,000.00		
	Environmental	$25,000.00		
	Clean Water Treatment	$0.00		
	Utility Coordination	$10,000.00		
	Total OTHER COSTS	$310,169.38		

ROUNDED TOTAL $1,193,000

* CONTINGENCY is 20% of (SUBTOTAL (a) plus Construction Engineering)

EXHIBIT E
DRAFT ENCROACHMENT PERMIT

Contra Costa County
Public Works
Department

APPLICATION AND PERMIT CENTER

Permit No.: 26708
Road No.: 4961
Area C
TBM 573-G3
USA No.:
Fed Tax ID No.:

ENCROACHMENT PERMIT

Work Order/Job #

Rev 3/28/08 (2)

For Office Use Only

Type of Encroachment Permit: ☐ Small ☒ Large ☐ Utility County Project/W.O. 1046 Permit Violation ☐

Permit Fee $ Bill W.O. Inspection Fee $ Cash Bond $ Receipt No.: G-

Permit to do work in accordance with Title 10 of the Ordinance Code of Contra Costa County, County Standard Plans and Specifications, and any Special Requirements shown or listed herein. ***Read both sides of this Permit and all the attachments carefully. Keep this Permit at the work site.***

Permittee: City of Pittsburg
Address: 65 Civic Avenue
City/State/Zip: Pittsburg, CA 94565
Contact Person: Joel McDaniel **Telephone No.:** (925) 252-4924 **Fax No.:**
Email Address: jmcdaniel@ci.pittsburg.ca.us **Cell Phone No.:**

Contractor: TBD
Contractors License #
Address:
City/State/Zip:

Expiration Date: All work described in this permit, including finish paving, shall be completed on **February 28, 2011**
If all work covered by this permit, including finish paving is not completed by this date, you must acquire a new permit.

Permitted Activity: **Excavate Curb, Gutter, Sidewalk*** ☒ Yes ☐ No **Excavate AC Pavement*** ☒ Yes ☐ No
City of Pittsburg Bailey Road Widening Project

Emergency Contact Person: Joel McDaniel **Telephone No.:** (925) 252-4924
*Excavation Permits Require An Emergency Contact Available 24/7. **PERMITS FOR EXCAVATION REQUIRE A CURRENT USA NUMBER.**

Start Date: TBD **Projected Completion Date:** TBD
*Permit applications with more than 30 calendar days between the start and completion date must be accompanied by a detailed construction schedule

Site Address: Bailey Road betwee State Route 4 and West Leland Road - Pittsburg **APN:**

General Permit Conditions:

1. **ALL WORK MUST BE INSPECTED. ARRANGE** for an **INSPECTION** by phoning **Edgar Gallo @ (925) 595-6008** *at least* two working days before you begin work. If you can not reach the inspector contact the construction office at (925) 313-2320. **WORK DONE WITHOUT NOTIFICATION IS SUBJECT TO REJECTION AND/OR A PENALTY OF $100.**
2. You must schedule a **FINAL INSPECTION** by phoning your inspector. **Refunds of deposits and/or bonds** will be processed **90 days** from the date the permit was signed off by the Public Works Construction Inspector. A signed off permit from another permitting agency or utility company does not guarantee the work performed under this permit has been completed satisfactorily.
3. **Standard Road Encroachment Permit Conditions; Sections I, II, III, and IV** on the back of this permit apply. READ CAREFULLY.

Items Attached or Referred to Herein and Made Part Hereof:

☐ General Permit Conditions Attachment ; ☒ Special Road Encroachment Permit Conditions; ☐ Preserving Survey Monumentation;

The Permittee agrees to save, indemnify and hold harmless the County of Contra Costa, its officers, employees and agents from all liabilities imposed by law by reason of injury to or death of any person(s) or damage to property, including without limitation liability for trespass, nuisance or inverse condemnation, which may arise out of the work covered by this permit and does agree to defend the County, its officers, employees and agents against any claim or action asserting such a liability. Accepting this permit or starting any work hereunder shall constitute acceptance and agreement to all of the conditions and requirements of this permit and the ordinance and specifications authorizing issuance of such permit.

Signature of Permittee: **Date:** November 17, 2010

Print Name:

By: Robert B. Hendry III
Robert B. Hendry III, Senior Engineering Technician
Date: 11/17/10
For: Julia R. Bueren, Public Works Director, Contra Costa County

☐ Work Completed
☐ Expired Inspector: Date:
☐ APPLY PENALTY – No Inspection Requested

G:\Engsvs\Permit Center\Permit Forms\Encroachment Permit Master 09-10.doc

651 Pine Street, 2nd Floor, North Wing, Martinez, CA 94553
Phone: (925) 335-1375 • Fax (925) 335-1376 • email: rhend@pw.cccounty.us
www.cccpublicworks.org

STANDARD ROAD ENCROACHMENT PERMIT CONDITIONS

I. GENERAL INSTRUCTIONS

1. WORK MUST BE INSPECTED - The inspector will answer all questions. Work done without inspection may have to be removed and be reconstructed.
2. PROTECTION - Provide and maintain enough barricades, lights, signs, cones, flaggers and other safety measures to protect the public, in accordance with the California Manual on Uniform Traffic Control Devices. (Current Edition).
3. TRAFFIC - A County road may not be closed to public traffic without the approval of the Board of Supervisors. Unless noted otherwise in attached General or Special Road Encroachment Permit Conditions, keep a minimum of one 10' wide traffic lane open to traffic while working; at all other times, two 10' wide lanes shall be open.
4. STANDARDS - Work shall be in accordance with the latest addition of Caltrans Standard Specifications and Caltrans and County Standard Drawings.
5. UTILITIES - Utility relocations are the responsibility of the permittee.
6. UNDERGROUND SERVICE ALERT (USA) - Must be contacted prior to excavating in a County road right of way. Telephone 811. Any work found in progress without a valid USA number will be shut down and the roadway cleared.
7. SURVEY MONUMENTS SHALL BE PROTECTED. Any survey monuments removed, or disturbed, shall be replaced using surveying practices acceptable to the County Surveyor, who can be contacted at (925) 313-2230.
8. THE INSPECTOR may modify this permit to meet field conditions.
9. IF WORK is performed **without a permit**, the fee shall be **double** the amount per fee schedule or a **minimum** of $300. All work performed *without* a permit is subject to removal and/or reinstallation.
10. INSPECTION CHARGES - Will be billed to whomever takes out the permit. Any exceptions must be resolved before the permit is issued. Permits will not be signed off as complete until all the review and inspection charges are paid in full.

II. SPECIAL REQUIREMENTS - DRIVEWAYS (DRIVEWAY SHALL BE CONSTRUCTED FROM EDGE OF PAVEMENT TO PROPERTY LINE)

1. Minimum driveway construction shall consist of 2" of asphalt pavement on 6" of Class 2 Aggregate Base. Concrete driveways within the County road right of way shall consist of a minimum of 6" of Class 3 concrete over 3" of Class 2 Aggregate Base. The driveway is to be sloped to prevent storm water runoff to flow onto the County road and shall not interfere with roadside drainage or cause erosion or deposition of silt.
2. The driveway location shall comply with County Standard Plan No. CA70i, shall not interfere with a legal encroachment or create a hazard or nuisance, and shall be spaced to make maximum street parking available.
3a. The top elevation of driveway 5' behind curb is to be .60' or 7 ¼" higher than the flow line of the gutter.
3b. The driveway elevation at the property line shall be within 1' of the elevation of the near shoulder and shall merge with the shoulder to preserve the roadbed section.
4. If existing driveway depression is not used, it shall be completely removed (curb, gutter and sidewalk) by saw cut at next nearest expansion joint or score mark and replaced with concrete to conform to adjacent improvements - form board to be used at gutter lip and the pavement restored with asphalt concrete. Sidewalk and curb which is replaced shall be doweled. (See County Standard Plan No. CA 74i)
5. Existing curb and gutter, or curb, gutter and sidewalk shall be removed for the width of driveway with saw cut at next nearest expansion joint or score mark. (See County Standard Plan No. CA 70i) A form board must be used at the gutter lip and the pavement restored with asphalt concrete. The new sidewalk and curb shall be doweled. (See County Standard Plan No. CA 74i)
6a. Where driveways connect to County roads without curbs, shape a valley gutter across the driveway. The flow line shall match the flow line of existing roadside ditch.
6b. Install a culvert for full width of driveway. This culvert is to be laid to the flow line grade of existing roadside ditch. Only corrugated galvanized metal, corrugated aluminum pipe or reinforced concrete pipe may be used. The minimum culvert diameter is 18".
7. Driveway grade breaks shall comply with County Standards (See County Standard Plan No. CA 70i)
8. All broken curbs, gutters and sidewalks shall be completely removed by saw cut at nearest expansion joint or score mark and replaced to true grade and cross-section. The new curb and sidewalk shall be doweled. (See County Standard Plan No. CA 74i)

III. SPECIAL REQUIREMENTS - STREET CUTS (See County Standard Specifications for Detailed Requirements).

1. TRENCH EXCAVATION - Trench excavation and backfill requirements shall follow County Standard Plan No. CU01i. Prior to the start of the work covered under this encroachment permit:
   a. Any deviation proposed from the backfill material or asphalt concrete specified on the Standard Plan shall be approved by the Public Works Department's M&T Lab.
   b. Any deviation proposed from the trench excavation specified on the Standard Plan shall be approved by the Public Works Department's construction inspector.
2. The Permittee shall not excavate trenches in advance of pipe placement. No more trench shall be excavated than can be finished, including pipe placement, backfill and temporary paving on the same day. Shoring shall comply with current CAL-OSHA safety orders.
3. For trench backfill in other road right-of-way areas, the trench backfill shall consist of existing material or suitable backfill material as approved by the inspector. The trench backfill shall have a minimum relative compaction of 90 percent.

No jetting is allowed under any paved roadway or within a distance of 4' from the edge of existing pavement. Backfill shall be compacted by impact, vibration or any combination of these. Jetting will be allowed only when more than four feet from the pavement and when the backfill and trench are suitable for jetting and shall be supplemented with mechanical compaction to obtain required relative compaction.

4. TEMPORARY PAVING - Temporary paving (or permanent paving) shall be placed at the end of each work day and shall have a minimum thickness of 1.5" of ½-inch, Type A asphalt concrete. The permittee shall maintain the temporary trench paving until the permanent paving is performed.

IV. SPECIAL REQUIREMENTS - SIDEWALK DRAINS

1. Install a 3" inside diameter non-corrosive pipe through curb or through curb and sidewalk. One panel of sidewalk, curb and gutter, or where there is no sidewalk, 1' of curb only (don't remove gutter) to be removed by a saw cut. Pipe flow line shall match gutter flow line, and pipe shall be cut off flush with face of curb. Sidewalk concrete shall encase pipe in 3" concrete jacket. Replace curb, gutter, sidewalk and pavement to match adjacent improvements. (See County Standard Plan No. CD06i)

DATE: November 17, 2010
Permit No.: EL10-26708

SPECIAL ROAD ENCROACHMENT PERMIT CONDITIONS

Note: This encroachment permit is being issued to the City of Pittsburg at this time only for contract bidding purposes only. No work within the County road right-of-way shall be allowed until the the City of Pittsburg submits:

1. 100% complete approved for construction improvement plans
2. Name, address and license number of the contractor awarded the contract
3. Detailed construction schedule in working days format to the Application and Permit Center, Attention Bob Hendry at 651 Pine Street, 2nd Floor, North Wing, Martinez, CA 94553, (925) 335-1375.
4. Traffic control plan to the County's Traffic Engineer, Jerry Fahy at 255 Glacier Drive, Martinez, CA 94553, (925) 313-2276.

Based on the information provided in the improvement plans, construction schedule and traffic control plan these special encroachment conditions shall be revised to reflect the approved scope of work, the days of construction allowed on Bailey Road, and the traffic control at this location. An encroachment permit rider will be issued to authorize the start of construction including these revised special road encroachment permit conditions.

ADMINISTRATION

1. A copy of this encroachment permit shall be available for review on site for the duration of the right-of-way encroachment allowed by this permit. The encroachment permit shall be shown upon request to any police officer or any employee of the County with jurisdictional responsibility over activities in the public right-of-way.

   If a County employee requests to see a copy of this encroachment permit and the encroachment permit is not available a Stop Work Order may be issued until a copy of the encroachment permit is available for review on site.

2. Permittee shall identify an individual who will be available 24 hours per day with the responsibility and authority to respond to emergencies related to the construction work. Permittee shall report the name and telephone number of the individual to Bob Hendry at the Permit Center prior to the start of work. Mr. Hendry can be reached at (925) 335-1375.

   No work within the County road right-of-way shall be allowed until the emergency contact is reported to Mr. Hendry.

THIS PERMIT IS BEING ISSUED
FOR BIDDING PURPOSES ONLY
THIS PERMIT DOES NOT AUTHORIZE
THE START OF WORK

3. The permittee shall hold a pre-construction meeting with the County's construction inspector at least one week prior to the start of work. No work within the County road right-of-way shall be allowed until the pre-construction meeting has been held.

4. If the permittee's work damages a utility facility while performing the work covered by this encroachment permit the permittee or permittee's contractor shall contact the construction inspector within two (2) days of damaging the facility.

5. The permittee shall hold a final inspection meeting with the construction division representative of Public Works. All County concerns shall be resolved before the work is accepted as complete.

6. The permittee agrees to save, indemnify and hold harmless the County of Contra Costa or its representatives from all liabilities imposed by law by reason of injury to or death of any person or persons or damage to property which may arise out of the work covered by this permit and does agree to defend the County in any claim or action asserting such action. Accepting this permit or starting any work hereunder shall constitute acceptance and agreement to all of the conditions and requirements of this permit and the ordinance and specifications authorizing issuance of such permit.

7. The permittee or the permittee's contractor shall furnish an acceptable certificate of insurance naming Contra Costa County, its employees, officials and agents as additionally insured. See Attachment 1A for insurance requirements.

8. All work shall conform to Contra Costa County Standard Plans and Specifications, except as noted, and may be modified by the County's representative to meet field conditions.

9. For the purposes of this permit, working hours are defined as follows: 7 A.M. to 5 P.M. Monday through Friday, except legal holidays.

10. Work covered under this encroachment permit shall not be allowed:
    a. If it is raining at the beginning of the work day no work shall be started without the approval of the Construction inspector.
    b. If rain begins during the work day work covered under this encroachment permit may be suspended at the direction of the construction inspector.
    c. Work covered under this encroachment permit that is suspended due to rain shall be allowed to commence once the work area within the road right-of-way has sufficiently dried and at the direction of the Construction Inspect.

THIS PERMIT IS BEING ISSUED
FOR BIDDING PURPOSES ONLY
THIS PERMIT DOES NOT AUTHORIZE
THE START OF WORK

TRAFFIC

1. The permittee shall provide a traffic control plan conforming to the "California Manual on Uniform Traffic Control Devices," when work will entail a lane closure. The County's resident engineer/inspector must review the traffic control plan prior to the start of work.

2. The permittee shall place temporary advance warning signs to alert motorists to construction work ahead whenever trucks or construction equipment are entering or leaving the construction site or when equipment is within the road right of way.

3. The permittee shall post and maintain advance notification by placing signs at the location noted below, at least seventy-two (72) hours prior to the scheduled start of work. The notice shall include the name and telephone of the owner and contractor, a description of the delay and the construction period. The signs shall be placed at the following locations:

   Locations TBD

4. The advance notification signs shall be of sufficient size to accommodate the message specified using a minimum letter size of 1.5-inches wide by 2-inches high.

5. Traffic shall be under flagging control when any construction operation is occurring in the roadway.

6. All traffic lanes shall be open to the public during non-working hours.

7. The permittee shall provide emergency access to the job site and to any adjacent private property at all times.

8. The permittee shall provide a minimum of 48 hours advance notification to property owners whose access will be obstructed by construction operations. The notification shall include the date(s) of construction along the frontage that will obstruct a property owner's access.

9. The permittee shall reasonably accommodate a property owner's requests to cross the work zone to enter or leave their property. In no case shall the permittee block an owner's access for more than 30 minutes.

THIS PERMIT IS BEING ISSUED
FOR BIDDING PURPOSES ONLY
THIS PERMIT DOES NOT AUTHORIZE
THE START OF WORK

10. Temporary pavement delineation shall be furnished, placed, maintained and removed where the existing pavement delineation has been removed or damaged by the construction. Temporary pavement delineation shall be removed prior to the placing of the permanent pavement delineation.

    Temporary raised pavement markers shall be placed at the existing traffic stripe locations at intervals of not more than 24 feet. On double traffic stripes two markers shall be placed side by side, one on each stripe, at longitudinal intervals of not more than 12 feet.

    At crosswalks and limit lines temporary raised pavement markers shall be placed at the existing crosswalk/limit line locations at intervals of not more than three (3) feet.

    Prior to opening the lanes to uncontrolled traffic the covers shall be removed from the temporary raised pavement markers.

    Temporary raised pavement markers shall be reflective and the same color as the permanent stripe and shall be of the following or equal:

    Reflective Temporary Raised Pavement Marker (Types Y and W), manufactured by Davidson Plastics Company (DAPCO), 18726 East Valley Highway, Kent, WA 98032, Telephone (206) 251-8140.

    MV Plastics Chip Seal Marker (1280/1281 Series with Reflexite Polycarbonate, PC 1000, reflector unit), manufactured by MV Plastics, Inc., 533 West Collins Avenue, Orange, CA 92667, Telephone (714) 532-1522.

    The markers shall be placed in accordance with the manufacturer's installation procedure instructions.

11. The permittee shall provide safe pedestrian access through the project site at all times.

TRENCHING

1. Trench excavation and backfill requirements shall follow County Standard Plan, "Utility Trench Cut Detail," drawing # CU01i. Prior to the start of the work covered under this encroachment permit:
    a. Any deviation proposed from the backfill material or asphalt concrete specified on the Standard Plan shall be approved by the Public Works Department's M&T Lab (925-335-3665).

THIS PERMIT IS BEING ISSUED
FOR BIDDING PURPOSES ONLY
THIS PERMIT DOES NOT AUTHORIZE
THE START OF WORK

b. Any deviation proposed from the trench excavation specified on the Standard Plan shall be approved by the Public Works Department's construction inspector.

2. Hand digging or tunneling under the curb/gutter and sidewalk shall not be allowed. The sidewalk, curb and gutter shall be removed as needed for the facility installation, and then replaced according to County standards.

3. All existing pavement striping, markings and markers damaged or disturbed shall be replaced in kind.

4. Where the asphalt pavement has been cut by the permittee in anticipation of trenching and no trenching is performed (over extended saw cut beyond the limits of the trench excavation, abandoning the project, etc.), the applicant shall seal the cut in the asphalt pavement with Crafco, rubberized asphalt Type II crack sealing material (or approved equal) according to the manufacture's specifications.

5. Temporary paving (or permanent pavement) shall be placed at the end of each workday. Until the final paving is in place, the temporary paving shall be maintained as needed and provide a smooth riding surface (level with the surrounding road surface). If the permittee fails to maintain the temporary paving County forces may address any needed maintenance to the temporary paving/trench cut and the permittee will be charged the cost plus appropriate overhead charges.

   Temporary pavement shall be 1.5-inches minimum thickness of ½-inch, Type A asphalt concrete and shall be replaced as specified in Item 1 of this section with permanent pavement. If permanent paving is not completed as specified, County forces may pave it and the permittee will be charged the cost plus appropriate overhead charges.

6. An excavation that remains unfilled after working hours shall be covered with steel plates or protected with other protective barriers adequate to prevent entry by pedestrians and vehicles.

7. When multiple steel plates, used to temporarily cover the working end of a trench or pit, are subject to traffic loading, the plates shall be tack welded together so that they act as a unit. Asphalt concrete shall be placed to provide a smooth transition from the pavement to plate surfaces. The transition shall be at a 12(hor): 1(ver) slope (maximum).

8. The exposed surface of trench plates shall be roughened to provide traction equivalent to the adjacent road surface.

THIS PERMIT IS BEING ISSUED
FOR BIDDING PURPOSES ONLY
THIS PERMIT DOES NOT AUTHORIZE
THE START OF WORK

9. The use of trench plates shall be limited to five (5) working days at the site.

10. The County has provided the permittee with an encroachment permit expiration date of February 28, 2011 that provides the permittee with flexibility for contracting the project and/or scheduling of the work.

    The County wants to minimize the time that our pavement is disturbed (time from initial pavement excavation to final trench paving). Therefore, the County is requiring that all work described in this permit, including finish paving, be completed within ___XXXXX___ working days from the day that the pavement is excavated.

EXISTING FACILITIES

1. No vehicles or equipment shall be parked on or driven on the sidewalks.

2. All signs, pavement stripes and markings, delineators, fences, ditch linings, drainage structure and pipes, AC dikes, and other improvements damaged or disturbed by construction shall be replaced in kind.

3. If any County facility is damaged the permittee or the permittee's contactor shall contact the construction inspector with in two (2) hours of the facility being damaged.

4. All drainage shall be kept open and the existing drainage pattern maintained.

5. Portland Cement concrete sidewalks, curbs, gutter and other pavements damaged or disturbed by construction shall be removed to the nearest expansion or weakened plane joint and replaced to match adjacent concrete improvements in conformance with County Standard Plans and Specifications.

6. Any landscaping displaced or damage during the construction shall be replaced in kind.

7. The permittee shall provide for redirecting pedestrians around the construction area when the permittee's work prevents public access or creates unsafe conditions along the sidewalks.

THIS PERMIT IS BEING ISSUED
FOR BIDDING PURPOSES ONLY
THIS PERMIT DOES NOT AUTHORIZE
THE START OF WORK

HOUSEKEEPING

1. A copy of this encroachment permit shall be available for review on site for the duration of the right-of-way encroachment allowed by this permit, and shall be shown upon request to any police officer or any employee of the County with jurisdictional responsibility over activities in the public right-of-way.

2. No equipment, and /or stockpiles or other materials shall be left overnight in the road right-of-way.

3. The permittee shall assure that the traveled way available to the public remains free of dirt, rock, debris, and construction materials at all times. At the end of each workday, or at the direction of the inspector, the traveled way and paved shoulders shall be swept clean, and if necessary washed clean, to remove dirt, rock and debris. If washing is performed, the permittee shall provide all necessary controls to prevent sediment from entering drainage inlets and creeks.

4. With the exception of emergency work, no construction activities (including idling of equipment) shall take place during non-working hours.

SIGNALS

1. At signalized intersections, caution should be taken to avoid damaging detector loops, conduit and conductors. If damage occurs, the following action shall be taken:

   a. Immediately contact Contra Costa County General Services signal shop at (925) 313-7052 to report the damage.

   b. Temporary emergency repairs of damaged conduit and conductors may be made by the County at the permittee's expense to be charged against the permittee's cash bond.

   c. A qualified electrical contractor specializing in traffic signal work shall do permanent repair work to conduits and conductors. The work shall be finished within 14 calendar days from the time damage occurs. If the work is not finished within the 14 calendar days, the County reserves the right to have the work done and bill the permittee for the costs.

THIS PERMIT IS BEING ISSUED
FOR BIDDING PURPOSES ONLY
THIS PERMIT DOES NOT AUTHORIZE
THE START OF WORK

Preserving Survey Monumentation – Attachment 2

Assembly Bill 1414 became effective January 1, 1995. Part of this legislation provides for the preservation of Survey Monuments for construction projects.

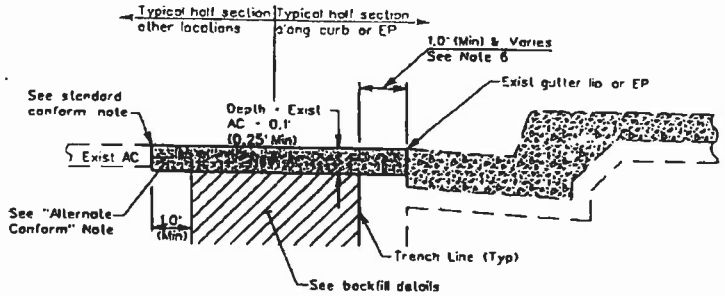
This legislation mandates that prior to construction survey monuments are to be referenced in the field and "Corner Records" are filed with the County Surveyor. After construction, monuments are to be reset and "Corner Records" filed with the County Surveyor. These must be completed prior to project completion certification. It is our interpretation that preservation of survey monuments is required for any activity that disturbs existing monuments not just "road work." Therefore:

All survey monuments shall be preserved, referenced and/or replaced pursuant to Section 8771 of the Business and Professions Codes.

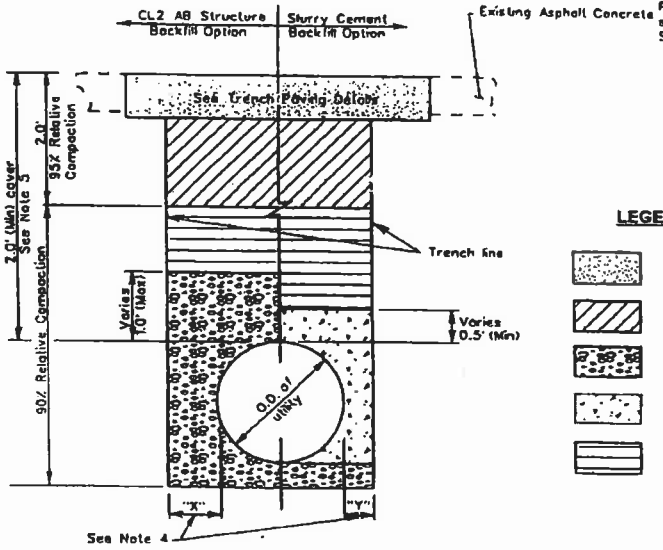
SECTION 1. Section 8771 of the Business and Professions Code is amended to read:
8771. Monuments set shall be sufficient in number and durability and efficiently placed so as not to be readily disturbed, to assure, together with monuments already existing, the perpetuation or facile re-establishment of any point or line of the survey.

When monument exist which control the location of subdivisions, tract, streets, or highways, or provide survey control, the monuments shall be located and referenced by or under the direction of a licensed land surveyor or registered civil engineer prior to the time when any streets or highways are reconstructed or relocated and a corner record of the references shall be filed with the county surveyor. They shall be reset in the surface of the new construction, a suitable monument box placed thereon, or permanent witness monuments set to perpetuate their location and a corner record filed with the county surveyor prior to the recording of a certificate of completion for the project. Sufficient controlling monuments shall be retained or replaced in their original positions to enable land lines, property corners, and tract boundaries to be re-established without devious surveys necessarily origination on monuments differing from those that currently control the area. It shall be the responsibility of the governmental agency or others performing construction work to provide for the monumentation required by this section. It shall be the duty of every land surveyor or civil engineer to cooperate with the governmental agency in matters of maps, field notes, and other pertinent records. Monuments set to mark the limiting lines of highways, roads, or streets shall not be deemed adequate for this purpose unless specifically noted on the records of the improvement work with direct ties in bearing or azimuth and distance between these and other monuments of record.

THIS PERMIT IS BEING ISSUED
FOR BIDDING PURPOSES ONLY
THIS PERMIT DOES NOT AUTHORIZE
THE START OF WORK



TRENCH PAVING DETAIL



TRENCH BACKFILL DETAILS
TYPICAL HALF SECTIONS

CONFORM NOTES:

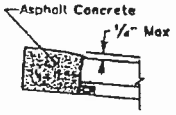
The pavement conform shall be as follows:

STANDARD CONFORM:

The asphalt concrete shall be cut through the full depth of existing asphalt concrete to a neat straight line at least 1.0 foot outside the trench line. Pavement edges damaged during construction shall be re-cut to neat lines prior to paving. Paint binder (tack coat) shall be applied to all vertical surfaces in accordance with the latest edition of Caltrans Standard Specifications

ALTERNATE CONFORM:

The existing asphalt concrete outside the trench line may be ground to a minimum depth of 0.20 feet to a neat straight line at least 1.0 foot outside the trench line. The existing asphalt concrete at the trench lines shall be cut through the full depth of the existing asphalt concrete to a neat straight line. Any pavement edges, including ground edges, damaged during construction shall be re-cut or re-ground to neat lines prior to paving Paint binder (tack coat) shall be applied to all vertical surfaces in accordance with the latest edition of Caltrans Standard Specifications.



DETAIL A
Gutter Lip Paving

LEGEND

- Asphalt Concrete Paving See Note 7
- Class 2 Aggregate Base (AB)
- Utility Spec'd Material See Note 2
- Slurry Cement Backfill See Note 8
- Class 2 Aggregate Base (AB), or suitable native backfill material as approved by Public Works Department

PUBLIC WORKS DIRECTOR

11/27/2002
PLANS APPROVAL DATE

The County of Contra Costa or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

REGISTERED PROFESSIONAL ENGINEER — MAURICE M SHIU — No 23704 — Exp. 12/31/05 — CIVIL — STATE OF CALIFORNIA

NOTES:

1. An encroachment permit is required for all work within County road right of way The permit shall be obtained prior to beginning work.
2. Backfill material and any bedding material shall be as specified by the utility owner, and approved by the Public Works Department. In no case shall "pea" gravel be allowed
3. Unsuitable native material shall be excavated below the limit of excavation and replaced with suitable backfill material when directed by the Public Works Department
4. "X" and "Y" shall be as a minimum, the dimensions shown below for the utility "O.D."

O.D.	"X"	"Y"
under 1.0'	0.5'	0.25'
1.0' to 4.5'	1.0'	0.5'
over 4.5'	2.0'	1.0'

5. Minimum cover over utilities is governed by the California Public Utilities Commission. Utility owners shall consider placing their utility line at a greater depth to avoid future relocation due to street/road reconstruction. The increased depth should include sufficient clearance between the utility and pavement structural section subgrade to prevent damage by construction equipment The Public Works Department recommends a minimum of 4.0 feet of cover in arterial roads and 3.0 feet elsewhere If cover is less than 2.0 feet, a special design is required with approval by the Public Works Department.
6. Where the trench parallels curb and the nearest trench line is less than 3 feet from the gutter lip, all existing asphalt concrete shall be replaced to the gutter lip. For gutter lip paving detail see Detail "A".
7. Asphalt concrete shall be ½-inch Type A asphalt concrete unless otherwise specified in the encroachment permit's Special Road Encroachment Permit Conditions or as directed by the Public Works Department.
8. Slurry cement backfill shall comply with latest edition of Caltrans Standard Specifications
9. This standard plan shall govern over encroachment permit's Standard Road Encroachment Permit Conditions, and General Permit Conditions-Attachment 1 Encroachment permit's Special Road Encroachment Permit Conditions shall govern over this standard plan.

COUNTY OF CONTRA COSTA
PUBLIC WORKS DEPARTMENT
MARTINEZ, CALIFORNIA

STANDARD PLAN

UTILITY TRENCH CUT DETAILS

NO.	DATE	REVISION DESCRIPTION	BY

SCALE: NO SCALE | DATE: 7-02
DRAWN BY: M.HUSSEY | PLAN NO CU01i
CHECKED BY: M.HOLBROOK

STD. PLAN CU01i

EXHIBIT F
DRAFT RIGHT OF ENTRY AGREEMENT

TEMPORARY PERMIT TO ENTER AND CONSTRUCT

Contra Costa County
Redevelopment Agency
2530 Arnold Drive, Ste. 190
Martinez, CA 94553

Project Name: Bailey Road Widening Project
Project Number: 4500-6X5489

Permission is hereby granted by Contra Costa County Redevelopment Agency (RDA) to City of Pittsburg (City), its contractors and their authorized agents, to enter and bring the necessary workers, tools and equipment on the property of the undersigned, as described in Exhibit B-1 through B-9 and shown on the attached maps or where necessary, for the purpose of road improvements for the Bailey Road Widening Project.

It is understood and agreed that City will leave the premises in a clean and orderly condition and will repair, replace, or compensate for any existing improvements that may have been disturbed or removed during the course of the work.

It is further understood and agreed that permission to do the work and perform the acts stated herein shall remain in force and effect until June 30, 2012 and that all rights hereunder shall cease.

City agrees to indemnify RDA from and against any and all loss damage, liability, expense, and claims including injuries to agents or employees of City or RDA directly or indirectly contributed to or caused by the construction activities or entry on RDAs lands as herein authorized.

As a condition of this permit and in connection with its indemnification for this project, City will provide, and/or cause its contractors to provide, a polity or policies of insurance as follows:

City and/or Contractor shall, at no cost to RDA, obtain and maintain during the term hereof: (a) Comprehensive General Liability Insurance with minimum coverage of $1,000,000, and a maximum deductible of $25,000, including blanket contractual (or contractual liability) coverage, broad form property damage coverage, and coverage for owned and non-owned vehicles, with a minimum combined single limit coverage of $500,000 for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof, arising out of each accident or occurrence, and naming RDA, its governing bodies, officers and employees as additional insureds. City and/or Contractor shall promptly furnish to RDA certificates of insurance evidencing such coverage and requiring 30 days' written notice to RDA of policy lapse, cancellation or material change in coverage.

Sincerely,

CITY OF PITTSBURG

By _____

RECOMMENDED FOR APPROVAL:

Date: _____

By _____
Real Property Agent

Phone _____

ACCEPTED:

CONTRA COSTA COUNTY
Redevelopment Agency

By_____
Redevelopment Director

Date: _____

C.53

To: Redevelopment Agency Bd of Directors

From: Jim Kennedy, County Redevelopment Director

Date: March 22, 2011

Contra Costa County

Subject: Contra Costa Centre Transit Village Civic Use

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Redevelopment Director, or designee, to execute an Operating Covenant and Agreement with "PHVP I, LP" providing financial assistance from the Redevelopment Agency for the establishment of a civic use, including nonprofit organization offices, a community meeting room, and a library book vending machine, as part of the "Avalon Walnut Creek at Contra Costa Centre" transit village project.

FISCAL IMPACT:

Only budgeted Redevelopment Agency funds from the Contra Costa Centre Project are involved. The Operating Covenant and Agreement provides for an annual payment of $98,860 by the Redevelopment Agency to purchase an operating covenant, and a one-time capital improvement payment of $132,576, to PHVP I, LP, the legal owner of Avalon Walnut Creek. The annual payments would be made for 26 years until the Contra Costa Centre Redevelopment Plan terminates, unless the term of the agreement is modified.

CONSEQUENCE OF NEGATIVE ACTION:

The opportunity to include a civic space as long planned and desired within the local community would be compromised. This is an opportunity to fulfill a long-standing community goal.

☑ APPROVE ☐ OTHER

☑ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **03/22/2011** ☐ 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: March 22, 2011

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

By: , Deputy

Contact: Jim Kennedy, 925-335-7225

cc:

BACKGROUND:

The 2001 community planning exercise for the BART property (the "Charrette") included a civic use as part of the land use component. The land use entitlements approved by the County in 2005 incorporating the Charrette outcome included a reference to the civic use. The Agency has been working with the developer—AvalonBay Communities—and community interests to identify the appropriate nonprofit organization to occupy the space, where to provide the space, to prepare a space plan, and to prepare a business agreement to accomplish. These pieces are now substantially determined:

• The nonprofit organization is the Contra Costa Centre Association, which operates a variety of public assistance programs in support of the Contra Costa Centre Transit Village including a transportation demand management program, a child care assistance program, the resident deputy program, and area landscape maintenance programs; • A 3153 square foot portion of the Avalon Walnut Creek retail space along Treat Blvd has been identified as the appropriate location for the civic use; • A 400 square foot location along Sunne Lane at Harvey Drive has been identified for the library book vending machine; • A business term sheet for an Operating Covenant and Agreement has been negotiated and is attached as Exhibit A. Under the terms of the Operating Covenant and Agreement, AvalonBay would be obligated to provide for the civic use, including leasing of the community room, and library book vending space at a below market rent. The Redevelopment Agency would purchase an Operating Covenant for a fixed annual payment of $98,860, and also contribute $132,576 for capital improvements in connection with the proposed civic use.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

EXHIBIT A

AVALON WALNUT CREEK – USE COVENANT TERM SHEET

The following is a term sheet for the Civic Use Operating Covenant and Agreement ("Covenant"). The Agency intends to purchase this Covenant to reserve space for civic use at the Contra Costa Centre Avalon Walnut Creek Development.

Location of Civic Use

Avalon Walnut Creek at Contra Costa Centre. For specific location (the "Space" or "Property"), see Exhibit B.

Civic Use Restrictions

- Original Use. The Original Use of the Space shall be as follows: Community Room; Nonprofit Office Property; Go-Library. The duration of Original Use is expected to run for 3-5 years. Contra Costa Centre Association is intended to be the initial tenant of the Nonprofit Office space. In addition, the Community Room shall be available for use without cost or charge by Contra Costa Centre Association, during business hours, throughout the term of its lease of the Nonprofit Office Property. Walden District Improvement Association shall also have access, without cost or charge, to the Community Room on an as-needed reservation basis during business hours, weekends and evening hours. The Partnership shall pay for site preparation and installation but the Agency will provide the Go-Library machine.
- Subsequent Uses: Partnership and Agency will cooperate to identify other Civic Uses, users, and terms of use.
- Definition of Civic Use. Civic Use means a use that has a substantial civic or public component, including but not limited to nonprofit office spaces (provided that such nonprofit furthers public or civic goals), other sustainable or blight reducing civic or public uses, community buildings such meeting halls, libraries, clubhouses, museums, performing art space, bicycle station, and municipal facilities. All uses will be compatible with retail located in first class mixed-use suburban transit-oriented development.
- Nature of Use. Partnership may impose reasonable rules and regulations on users. Agency will review and approve all documents related to the use. The Partnership shall also cause the Property to be operated in compliance and with applicable terms of the Master Lease and the Apartment Ground Sublease. California Redevelopment Law required non-discrimination language will be included in Use Covenant. Partnership to make commercially reasonable efforts to cause the Property to be continuously operated as a Civic Use. The Partnership will not be required to engage a broker or incur out of pocket expenses to locate users. The Partnership and the Agency will mutually cooperate to identify uses and users.

Purchase Price for Use Covenant

Agency to pay $98,860 annually. A one time upfront payment (to be paid when space needs to be made ready) of $132,576 for capital improvements is provided for.

Transfer

Transfers permitted under Apartment Sublease will be permitted and transferee will expressly assume obligations under the Covenant.

Termination.

- Agency may terminate the Covenant with thirty (30) days notice if space is not continuously used as a Civic Use.
- Partnership shall repay Agency prorated amount from last payment to reflect early termination.

Remedies.

- In the event of a default, after notice and opportunity to cure, the non-defaulting party may terminate the covenant (and the user agreements will be subject to termination as well).
- Agency will be entitled to Specific Performance.
- Agency may sue to recover its payments attributable to any period that the Partnership is determined to be in default of its obligations under the Covenant.

Rights of Lenders

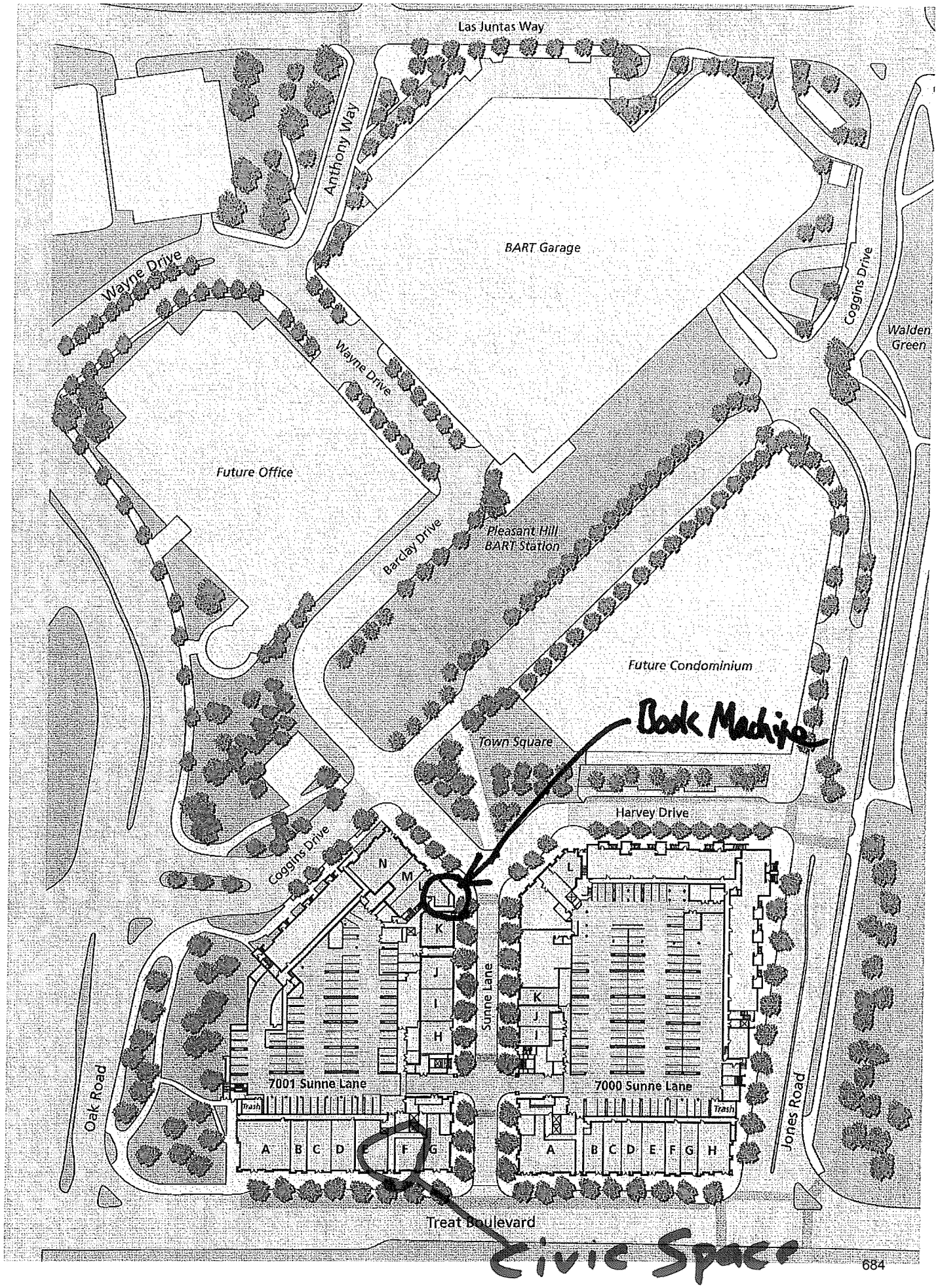
The Covenant will be subject and subordinate to any mortgage. A mortgagee, at its option, may elect to recognize the Covenant; if so, Agency will recognize the mortgagee's rights under the Covenant. If the mortgagee elects to recognize the Covenant, the mortgagee will be liable only during the term of its ownership of the Property.

Term.

2036, subject to extensions on terms and conditions agreed upon by the parties.

Assignment by Agency.
Agency may assign its rights and obligations under the Covenant to any public entity. Any assignee must be sufficiently creditworthy to perform Agency's obligations and must assume the Agency's obligations under the Covenant.

Exhibit B


Las Juntas Way
Anthony Way
BART Garage
Wayne Drive
Wayne Drive
Wayne Drive
Coggins Drive
Walden Green
Future Office
Barclay Drive
Pleasant Hill BART Station
Future Condominium
Book Machine
Town Square
Harvey Drive
Coggins Drive
N
M
L
K
J
I
H
K
J
I
Sunne Lane
Oak Road
7001 Sunne Lane
7000 Sunne Lane
Trash
Trash
A
B
C
D
F
G
A
B
C
D
E
F
G
H
Jones Road
Treat Boulevard
Civic Space