

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

FEDERAL D. GLOVER, *CHAIR*, 5th DISTRICT
JOHN GIOIA, 1st DISTRICT
CANDACE ANDERSEN, 2nd DISTRICT
MARY N. PIEPHO, 3rd DISTRICT
KAREN MITCHOFF, 4th DISTRICT

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

The Board of Supervisors respects your time, and every attempt is made to accurately estimate when an item may be heard by the Board. All times specified for items on the Board of Supervisors agenda are approximate. Items may be heard later than indicated depending on the business of the day. Your patience is appreciated.

AGENDA
January 15, 2013

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

Closed Session Agenda :

A. CONFERENCE WITH LABOR NEGOTIATORS

1. Agency Negotiators: David Twa and Ted Cwiek.

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

2. Agency Negotiators: David Twa and Ted Cwiek.

Unrepresented Employees: All unrepresented employees.

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

1. Rodney Bruce v. Contra Costa County, WCAB# ADJ-7904431

2. Glynis Pistone v. Contra Costa County, Contra Costa County Superior Court Case No. C11-02264

3. Board of Retirement of the Contra Costa County Employees' Retirement Association v. County of Contra Costa, et al., Alameda Superior Court Case No. RG-11608520.

4. John Farrow, et al. v. Public Defender Robin Lipetzky, et al., USDC Case No. C12-6495 JCS

5. City of Brentwood, et al. v. Robert Campbell, Contra Costa County Superior Court Case No. N11-1029

C. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

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

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

Inspirational Thought - *"A goal is a dream with a deadline."* ~ Napoleon Hill

CONSIDER CONSENT ITEMS (Items listed as C.1 through C. 81 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 (5 Minutes Each)

PR. 1 PRESENTATION to declare the month of January as "National Blood Donor Month." (Supervisor Mitchoff) (See C. 21)

PR. 2 PRESENTATION of the 2012 Arts Awards sponsored by the Arts and Culture Commission of Contra Costa County. (Darwin Marable, Chair) (See C. 22)

SHORT DISCUSSION ITEMS

SD. 1 PUBLIC COMMENT (3 Minutes/Speaker)

SD. 2 CONSIDER Consent Items previously removed.

SD. 3 CONSIDER ratifying the appointment of Steven Grolnic-McClurg as the Mental Health Director in Contra Costa County. (William Walker, M.D., Director, Health Services Department)

SD. 4 CONSIDER adopting the FY 2013/14 Recommended Budget development schedule. (David Twa, County Administrator)

SD. 5 CONSIDER adopting Resolution No. 2013/52 regarding benefits and other compensation for County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented employees to reflect changes, as recommended by the Human Resources Director.

SD. 6 CONSIDER adopting resolution No. 2013/60 approving the Side Letter between Contra Costa County and the California Nurses Association (CNA) on behalf of its Per Diem members granting the Charge Nurse Relief Differential to the classifications of Staff Nurse – Per Diem and Staff Advice Nurse – Per Diem. (No fiscal impact) (Ted Cweik, Human Resources Director)

SD. 7 CONSIDER adopting resolution No. 2013/61 approving the Side Letter between Contra Costa County and the Public Employees Union, Local One granting the Search Warrant Differential to Animal Services Sergeants. (No fiscal impact) (Ted Cweik, Human Resources Director)

10:00 A.M.

- SD. 8** Acting as the Housing Successor to the former Contra Costa County Redevelopment Agency, hold a HEARING to CONSIDER adoption of Resolution No. 2013/38 authorizing the sale of property owned at 96 Enes Avenue, Bay Point, identified as Assessor's Parcel Number 097-037-007, to Cody Marshall Burton for the purchase price of \$100,000, as recommended by the Director of Conservation and Development. (Maureen Toms, Department of Conservation Development)

DELIBERATION ITEMS

- D. 1** CONSIDER approving the Contra Costa County 2012/13 Public Safety Realignment budget for criminal justice programs and adopt related actions, as recommended by the Community Corrections Partnership (CCP) Executive Committee. (David Twa, County Administrator & Philip F. Kader, County Probation Officer/ Chair-CCP Executive Committee)
- D. 2** CONSIDER reports of Board members.

Closed Session

ADJOURN in memory of long-time Town of Danville staff member Mary Frances (Micky) Smith.

CONSENT ITEMS

Engineering Services

- C. 1** ADOPT Resolution No. 2013/28 accepting completion of warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD 01-08155, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No Fiscal Impact)
- C. 2** ADOPT Resolution No. 2013/29 approving the fifth extension of Subdivision Agreement (Right-of-Way Landscaping) for subdivision SD 01-08155, for a project being developed by Windemere BLC Land Company, LLC, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No Fiscal Impact)
- C. 3** ADOPT Resolution No. 2013/30 accepting completion of improvements for Road Acceptance RA 11-01248 for a project being developed by Shapell Industries of Northern California, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No Fiscal Impact)

- C. 4** ADOPT Resolution No. 2013/31 accepting completion of warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD 00-08156, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No Fiscal Impact)
- C. 5** ADOPT Resolution No. 2013/32 accepting completion of warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD 06-09142, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No Fiscal Impact)
- C. 6** ADOPT Resolution No. 2012/33 accepting completion of improvements for Road Acceptance RA 10-01246, for a project developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No Fiscal Impact)
- C. 7** ADOPT Resolution No. 2013/34 accepting completion of warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD 05-09021, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No Fiscal Impact)
- C. 8** ADOPT Resolution No. 2013/35 accepting completion of private improvements for Road Acceptance RA 06-01215, for a project being developed by Avalon Bay Communities, Inc., as recommended by the Public Works Director, Contra Costa Centre area. (No Fiscal Impact)
- C. 9** ADOPT Resolution No. 2013/36 accepting completion of warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD 00-08152, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No Fiscal Impact)

Special Districts & County Airports

- C. 10** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute an on-call contract with Kimley-Horn and Associates, Inc. effective April 1, 2013 to March 31, 2016, in an amount not to exceed \$300,000, to provide on-call design, engineering, and planning services for the Buchanan Field and Byron Airports. (100% Airport Enterprise Fund).
- C. 11** AUTHORIZE the Director of Airports, or designee, to negotiate a ground lease and development terms between the County, as Landlord, and Byron Fuel to install a fueling facility for Jet A fuel at the Byron Airport, south of the Airport office; and APPROVE and AUTHORIZE the Director to consider a proposal to purchase and operate the county owned aviation 100 low lead fueling system as a part of the ground lease and development proposal. Byron Area. (100% Airport Enterprise Fund)

- C. 12** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with CCR Aviation, LLC for a T-hangar at Buchanan Field Airport effective November 1, 2012 in the monthly amount of \$383.74, Pacheco area (100% Airport Enterprise Fund).
- C. 13** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Kenneth Gardner, for a T-hangar at Buchanan Field Airport effective January 1, 2013 in the monthly amount of \$383.74, Pacheco area. (100% Airport Enterprise Fund)
- C. 14** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with WKB Aviation, LLC, for a T-hangar at Buchanan Field Airport effective December 12, 2012 in the monthly amount of \$383.74, Pacheco area. (100% Airport Enterprise Fund).
- C. 15** AUTHORIZE the Chief Engineer, Contra Costa County Flood Control & Water Conservation District, or designee, to explore removal of the lowest 2.5 miles of Lower Walnut Creek from the US Army Corps of Engineers program and return it to local control and oversight; and to REPORT to the Transportation, Water and Infrastructure Committee on an as-needed basis for guidance on this process, Martinez area. (100% Flood Control Zone 3B funds)

Claims, Collections & Litigation

- C. 16** DENY claims filed by USAA for Dawn Lasky and Amandeep Sekhoh; DENY application to file late claim by Albert Long; and GRANT application to file late claim by Jerome Wade only.
- C. 17** RECEIVE public report of litigation settlement agreements that became final during the period of December 1, 2012 through December 31, 2012, as recommended by County Counsel.

Statutory Actions

- C. 18** ACCEPT Board Member Meeting Reports for November and December 2012.

Honors & Proclamations

- C. 19** ADOPT Resolution No. 2013/15 recognizing Kay Aaker as the Orinda Volunteer of the Year, as recommended by Supervisor Andersen.
- C. 20** ADOPT Resolution No. 2013/16 recognizing Elizabeth O'Shea as the Orinda William Penn Mott, Jr. Environmental Award Winner for 2012, as recommended by Supervisor Andersen.

- C. 21** ADOPT Resolution No. 2013/47 declaring the month of January as National Blood Donor Month, as recommended by Supervisor Mitchoff. (See PR. 1)
- C. 22** APPROVE Resolution No. 2013/48 honoring the winners of the Arts and Culture Commission of Contra Costa County 2012 Arts Recognition Award winners, as recommended by the County Administrator. (See PR. 2)
- C. 23** ADOPT Resolution No. 2013/55 honoring retired Contra Costa County Superior Court Commissioner Josanna Berkow for her devoted years of service to the citizens of Contra Costa, as recommended by Supervisor Glover.
- C. 24** ADOPT Resolution No. 2013/56 honoring the Chinese American Cooperation Council on the event of their 10th Anniversary, as recommended by Supervisor Andersen.
- C. 25** ADOPT Resolution No. 2013/57 honoring retiring Contra Costa County Superior Court Commissioner Robert L. Broughton for his devoted 26 years of service to the citizens of Contra Costa, as recommended by Chair Glover.
- C. 26** ADOPT Resolution No. 2013/58 honoring retiring Contra Costa County Superior Court Commissioner Joel H. Golub for his devoted 19 years of service to the citizens of Contra Costa, as recommended by Chair Glover.
- C. 27** ADOPT Resolution No. 2013/59 honoring retiring Contra Costa County Superior Court Commissioner Stephen F. Houghton for his devoted 21 years of service to the citizens of Contra Costa, as recommended by Chair Glover.
- C. 28** ADOPT Resolution No. 2013/62 honoring retiring Contra Costa County Superior Court Commissioner Judith A. Sanders for her devoted 23 years of service to the citizens of Contra Costa, as recommended by Chair Glover.

Ordinances

- C. 29** INTRODUCE Ordinance No. 2013-05 amending Section 33-5.413 of the County Ordinance Code to Exempt from the Merit System the classification of Labor Relations Manager-Exempt, waive the reading, and fix January 22, 2013 for adoption, as recommended by the Human Resources Director. (No fiscal impact)

Appointments & Resignations

- C. 30** APPOINT Barbara Cappa to the First 5 Contra Costa Children and Families Commission for a three-year term with an expiration date of August 16, 2015, as recommended by Supervisor Andersen.

- C. 31** REAPPOINT David Barclay, Edward Best, David Bowlby, Anne Struthers, Janet Miller Evans, Michael McDonald, Steve Mick to the Alamo Municipal Advisory Council, as recommended by Supervisor Andersen.
- C. 32** DECLARE vacant the Senior's Issue seat on the Public and Environmental Health Advisory Board (PEHAB); and DIRECT the Clerk of the Board to post the vacancy.
- C. 33** APPOINT William E. Nelson, Cesare Ciatti, David Dolter, and Karen McPherson to the County Service Area P-2B Citizens Advisory Committee for two year terms, as recommended by Supervisor Andersen.
- C. 34** REAPPOINT Gordon Ball, John Jones, Michael Marchi, David Taylor, and Robert Besse to the County Service Area P-5 Citizens Advisory Committee, as recommended by Supervisor Andersen.

Appropriation Adjustments

- C. 35** Sheriff Narcotic Forfeiture (0253)/Sheriff's Office (0255): APPROVE Appropriations and Revenue Adjustment No. 5048 authorizing the transfer of appropriations in the amount of \$133,100 from the Sheriff Narcotic Forfeiture Fund (0253) to the Sheriff Investigation unit (2535) for the purchase of miscellaneous equipment. (100% Asset Forfeiture Funds)

Personnel Actions

- C. 36** ADOPT Position No. 21139 to add one permanent part-time Community Health Worker Specialist position (represented) and cancel one part-time Senior Health Education Specialist - Project position (represented) in the Health Services Department. (Cost Savings)
- C. 37** ADOPT Position Resolution Number 21219 to establish the classification of Labor Relations Manager-Exempt (unrepresented) and reallocate to the salary schedule and add one position and Abolish the classification of Principal Labor Relations Negotiator-Exempt (unrepresented) and cancel one position in the Human Resources Department.

- C. 38** CORRECT action taken November 13, 2012, Item C.26, on Position Adjustment Resolution No. 21193 to add three part-time Clerk - Experienced Level positions rather than three full-time positions in the office of the Treasurer-Tax Collector. (Cost Savings)
- C. 39** ADOPT Position Adjustment Resolution No. 21228 to add two Registered Nurse-Experienced Level positions (represented) in the Health Services Department. (100% Enterprise Fund III)
- C. 40** CORRECT the Board Order approved on October 16, 2012 (C.54) adopting Position Resolution No. 21170 to reallocate the salary of the classification of County Welfare Director - Exempt, to change the effective date of the action from October 1, 2012 to January 1, 2013, as recommended by the County Human Resources Director. (100% Budgeted)

Grants & Contracts

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

- C. 41** APPROVE and AUTHORIZE the Purchasing Agent, or Designee, on behalf of the Public Works Director, to execute an amendment to a purchase order with Caltronics Business Systems to increase the amount payable by \$220,000 to a new total of \$370,000 for lease and copy charges of a color printer, Countywide. (100% User Fees)
- C. 42** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with R.E.A.C.H. Project, in an amount not to exceed \$700,067, to provide drug abuse prevention and treatment services for the period from July 1, 2012 through June 30, 2013, with a six-month automatic extension through December 31, 2013, in an amount not to exceed \$350,033. (63% Federal Substance Abuse Prevention and Treatment Set-Aside grants, 16% Federal Drug Medi-Cal, 16% State Drug Medi-Cal, 5% County Juvenile Probation)
- C. 43** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Discovery Counseling Center of the San Ramon Valley, Inc., in an amount not to exceed \$119,988, to provide alcohol and drug abuse prevention services for the period July 1, 2012 through June 30, 2013 with a six-month automatic extension through December 31, 2013, in an amount not to exceed \$59,994. (100% Federal Substance Abuse Prevention and Treatment)

- C. 44** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with We Care Services for Children, in an amount not to exceed \$1,483,349, to provide wrap-around, day treatment and mental health services for high risk, delayed or emotionally disturbed children, for the period July 1, 2012 through June 30, 2013, with a six-month automatic extension through December 31, 2013, in an amount not to exceed \$440,000. (43% Federal Financial Participation, 40% County Realignment, 17% First 5 Contra Costa)
- C. 45** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Contra Costa ARC, in an amount not to exceed \$1,449,685, to provide wrap-around, day treatment and mental health services, for the period July 1, 2012 through June 30, 2013, with a six-month automatic extension through December 31, 2013, in an amount not to exceed \$423,168. (43% Federal Financial Participation, 40% County Realignment, 17% First 5 Contra Costa)
- C. 46** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Epocrates, Inc., in an amount not to exceed \$31,500, to provide administration services for the Health Plan's drug formulary, for the period January 1, 2013 through December 31, 2015. (100% Enterprise Fund III)
- C. 47** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with RYSE, Inc., a California Nonprofit Corporation, in an amount not to exceed \$430,121, to provide Mental Health Services Act prevention and early intervention services for the period July 1, 2012 through June 30, 2013, with a six-month automatic extension through December 31, 2013, in an amount not to exceed \$215,060. (100% Mental Health Services Act)
- C. 48** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Verisk Health, Inc., in an amount not to exceed \$195,000 to provide consultation and technical assistance with regard to data analysis services for HEDIS projects and annual reports for the period from November 1, 2012 through October 31, 2015. (100% Enterprise Fund III)
- C. 49** ADOPT Resolution No. 2013/37 accepting as complete the construction contract work performed by Concord Iron Works, Inc. for structural steel & metal decking for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director, Countywide. (No Fiscal Impact)
- C. 50** APPROVE and AUTHORIZE the Health Services Director, or his designee, to execute a contract with Diablo Valley Oncology and Hematology Medical Group, in an amount not to exceed \$300,000 to provide urology services to patients at Contra Costa Regional Medical Center and Health Centers for the period of November 1, 2012 through October 31, 2015. (100% Enterprise Fund I)

- C. 51** APPROVE and AUTHORIZE the Purchasing Agent to execute a purchase order with Omni Pro, Inc., on behalf of the Employment and Human Services Department, Information Technology Unit, in the amount not to exceed \$188,216 to procure 180 scanners. (10% County; 45% State; 45% Federal)
- C. 52** ADOPT Resolution No. 2013/39 accepting as complete the construction contract work performed by Gonsalves & Santucci Inc., dba Conco, for concrete and rebar for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director, Countywide. (No Fiscal Impact)
- C. 53** ADOPT Resolution No. 2013/40 accepting as complete the construction contract work performed by Concord Iron Works, Inc. for miscellaneous metal/stairs for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director, Countywide. (No Fiscal Impact)
- C. 54** ADOPT Resolution No. 2013/41 accepting as complete the construction contract work performed by Pace Drywall, Inc. for drywall/plaster for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director, Countywide. (No Fiscal Impact)
- C. 55** ADOPT Resolution No. 2013/42 accepting as complete the construction contract work performed by W.L. Hickey Sons, Inc. for plumbing for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director, Countywide. (No Fiscal Impact)
- C. 56** ADOPT Resolution No. 2013/43 accepting as complete the construction contract work performed by Red Top Electric Co. Emeryville for electrical for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director, Countywide. (No Fiscal Impact)
- C. 57** ADOPT Resolution No. 2013/44 accepting as complete the construction contract work performed by Golden State Carpet Service, Inc. for flooring for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director, Countywide. (No Fiscal Impact)
- C. 58** ADOPT Resolution No. 2013/45 accepting as complete the construction contract work performed by D. W. Nicholson Corporation for overhead coiling doors and grills for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director, Countywide. (No Fiscal Impact)

- C. 59** APPROVE AND AUTHORIZE the County Counsel, or designee, to execute, on behalf of County, an amendment to a contract with Baker & O'Brien, Inc., effective January 1, 2013, to increase the compensation rates for refining industry consultants who provide services in connection with refinery property tax appeals and extend the term of the contract until December 31, 2013.
- C. 60** ADOPT Resolution No. 2013/46 accepting as complete the construction contract work performed by Sasco for communication systems for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director, Countywide. (No Fiscal Impact)
- C. 61** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Robert Liebig, M.D., effective November 1, 2012, to increase the payment limit by \$120,000 to a new payment limit of \$1,758,000 to provide additional radiology services at Contra Costa Regional Medical and Health Centers, with no change in the original term of January 1, 2011 through December 31, 2013. (100% Enterprise Fund I)
- C. 62** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Per Diem Staffing Systems, Inc., effective October 1, 2012, to increase the payment limit by \$100,000 to a new payment limit of \$365,000 to provide additional respiratory care therapy services at Contra Costa Regional Medical and Health Center, with no change in the original term of February 1, 2012 through January 31, 2013. (100% Enterprise Fund I)
- C. 63** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Maxim Healthcare Services, Inc., effective November 1, 2012, to increase the payment limit by \$960,000 to a new payment limit of \$1,865,000, to provide additional temporary medical services at Contra Costa Regional Medical and Health Centers with no change in the original term of September 1, 2011 through March 31, 2013. (100% Enterprise Fund I)
- C. 64** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a purchase order amendment with Philips Medical Systems, Inc., to add \$35,000 for a new total of \$130,000, for repair parts, accessories, and service for Philips patient monitoring systems at Contra Costa Regional Medical and Health Centers, for the period from May 1, 2011 through April 30, 2013. (100% Enterprise Fund I)
- C. 65** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Crestwood Behavioral Health, Inc., in an amount not to exceed \$1,326,585, to provide day treatment and mental health services to severely and persistently mentally ill adults, for the period January 1, 2013 through December 31, 2013. (44% Federal Financial Participation, 26% State Mental Health Services Act, 30% Mental Health Realignment)

- C. 66** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Nadhan, Inc. dba Creekside Convalescent Hospital and Mental Health Rehabilitation Program, effective July 1, 2012, to increase the payment limit by \$144,950 to a new payment limit of \$758,150 to provide additional sub-acute care services for severely and persistently mentally ill adults, and extend the term from December 31, 2012 through June 30, 2013. (100% Mental Health Realignment)
- C. 67** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute purchase order amendment with Matheson Tri-Gas, Inc., to add \$200,000, for a new total of \$477,000, for liquid medical oxygen for Contra Costa Regional Medical and Health Centers, from October 15, 2004 through October 14, 2014. (100% Enterprise Fund I)
- C. 68** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Wilson Consulting, Inc. in an amount not to exceed \$500,000, to provide consultation services with regard to County's Patient Accounting System, including custom reporting for the Keane system, technical support, and assistance with regard to implementing the Department's appointment system, for the period January 1, 2013 through December 31, 2013. (100% Medicare & Medicaid Electronic Health Records Incentive Program funds)
- C. 69** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Precyce Solutions, LLC, effective September 17, 2012, to modify the payment provisions to include outpatient medical record coding services at Contra Costa Regional Medical and Health Centers, with no change in the original payment limit of \$490,000 and no change in the original term of June 1, 2012 through May 31, 2013. (100% Enterprise Fund I)
- C. 70** APPROVE and AUTHORIZE the Fire Chief, or designee, of the Contra Costa County Fire Protection District to apply for and accept grant funding from the FEMA Assistance to Firefighters Grant Program, Fire Prevention and Safety Grant, in an amount not to exceed \$200,000 for fire prevention, public education, and fire/arson investigation equipment and support. (80% Federal, 20% District funds)
- C. 71** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Vonlay, LLC, effective December 31, 2012, to increase the payment limit by \$400,000 to a new payment limit of \$500,000, to provide additional consulting, technical support, training, and project management to the Department's Information Systems at Contra Costa Regional Medical and Health Centers, and extend the term from December 31, 2012 through September 30, 2013. (100% Federal Funds)

- C. 72** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Valerie Gulyash, in an amount not to exceed \$140,000, to provide consultation and technical assistance with regard to the Keane Chargemaster Billing and EPIC Electronic Medical Record Systems used at Contra Costa Regional Medical Center, for the period January 1, 2013 through December 31, 2013. (100% Enterprise Fund I)
- C. 73** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Cheryl Adams-Woodford in an amount not to exceed \$130,700, to provide project management, consultation and technical assistance with regard to the PeopleSoft General Ledger System, for the period January 1, 2013 through December 31, 2013. (100% Enterprise Fund I)
- C. 74** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Producers Dairy Products Inc., in an amount not to exceed \$190,000 for the purchase of dairy products as needed for the Martinez and Marsh Creek detention facilities for the period January 1, 2013 through December 31, 2013. (100% County General Fund)
- C. 75** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Producers Dairy Products Inc., in an amount not to exceed \$210,000 for the purchase of dairy products as needed for the West County Detention Facility for the period January 1, 2013 through December 31, 2013. (100% County General Fund)

Other Actions

- C. 76** ACCEPT the Contra Costa County Historical Landmarks Advisory Committee (HLAC) 2012 Annual Report, as recommended by the Conservation and Development Department Director.
- C. 77** ACCEPT the 2012 annual report from the Transportation, Water and Infrastructure Committee, as recommended by the Committee. (No fiscal impact)
- C. 78** APPROVE issues to refer to the Transportation, Water and Infrastructure Committee for 2013 as recommended by the Committee. (No fiscal impact)
- C. 79** ACCEPT the Contra Costa County Fish and Wildlife Committee 2012 Annual Report, as recommended by the Fish and Wildlife Committee. (No fiscal impact)
- C. 80** APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to enter into a licensing agreement Raising A Reader © National, a California non-profit corporation, including a mutual indemnification clause to provide a literacy program to County childcare sites during the term May 1, 2012 through April 30, 2017. (No fiscal impact)

- C. 81** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an unpaid student training agreement with Contra Costa Community College District, to provide supervised field instruction at Contra Costa Regional Medical Center and Health Centers, for Contractor's medical assistant, nursing and office technician students, for the period September 1, 2012 through August 31, 2015. (No Fiscal Impact)

GENERAL INFORMATION

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402, including as the Housing Authority and the Successor Agency to 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 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 Monday of the month at 12:30 p.m. at Director of Airports Office, 550 Sally Ride Drive, Concord.

The **Family and Human Services Committee** (Supervisors Candace Andersen 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 **Finance Committee** (Supervisors Federal D. Glover and John Gioia) meets on the second Monday of the month at 1:30 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Internal Operations Committee** (Supervisors Candace Andersen and Karen Mitchoff) meets on the second Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Legislation Committee** (Supervisors Karen Mitchoff and Mary N. Piepho) meets on the first Thursday of the month at 11:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Public Protection Committee** (Supervisors John Gioia and Federal D. Glover) 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 Candace Andersen and Mary N. Piepho) meets on the first Thursday of the month at 1:30 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

Airports Committee	January 28, 2013	12:30 PM	See above
Family & Human Services Committee	February 4, 2013	1:30 PM	See above
Finance Committee	February 11, 2013	1:30 PM	See above
Internal Operations Committee	February 11, 2013	9:00 AM	See above
Legislation Committee	February 7, 2013	11:00 AM	See above
Public Protection Committee	February 4, 2013	11:00 AM	See above
Transportation, Water & Infrastructure Committee	February 7, 2013	1:30 PM	See above

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
BayRICS Bay Area Regional Interoperable Communications System
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
CCCPCD (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 (CCCPCD) 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
ECCPCD 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
PARS Public Agencies Retirement Services
PEPRA Public Employees Pension Reform Act
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
SUASI Super Urban Area Security Initiative
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
UASI Urban Area Security Initiative
VA Department of Veterans Affairs
vs. versus (against)
WAN Wide Area Network
WBE Women Business Enterprise
WCCTAC West Contra Costa Transportation Advisory Committee



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D.
Date: January 15, 2013

Subject: Ratification of the Appointment of the Mental Health Director

RECOMMENDATION(S):

CONSIDER ratifying the appointment of Steven Grolnic-McClurg as the Mental Health Director in Contra Costa County as recommended by the Health Services Director.

FISCAL IMPACT:

No fiscal impact from this recommendation.

BACKGROUND:

The members of the Board of Supervisors and the Health Services Department received various communications regarding the appointment of the Mental Health Director and the process used to make the appointment.

The former Mental Health Director retired at the end of 2011 after 17 years with Contra Costa County. Since that time, the Mental Health Division, Alcohol and Other Drugs, and Homeless Programs have been re-organized and combined into the Behavioral Health Division. Supervisors Gioia and Glover participated directly in the selection of the Behavioral Health Director, Cynthia Belon.

Ms. Belon then conducted an open process to recruit a Director of Mental Health Services reporting directly to her. An interview panel was created that included ten members. These panel members included the

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Dorothy Sansoe,
925-335-1009

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Behavioral Health Director, the Acting Homeless Program Director, three contractors who provide mental health services for the County one of which is also a Human Services Alliance member, two members of the County Mental Health Commission, one member of the Consolidated Planning Advisory Workgroup (CPAW), one employee representative of the line staff (Local 1) within the Mental Health Division and one employee representative of managers (Local 21) within the Mental Health Division.

The interview panel conducted interviews of seven candidates, of which six candidates appeared for the interview, over a two day period. The panel then recommended to the Director of Health Services, that Steven Grolnic-McClurg as the most qualified candidate.

Steven is a Licensed Clinical Social Worker with more than 15 years of experience working in the public mental health system in Massachusetts and California. With 11 years experience managing mental health programs that represent a wide spectrum of services, he most recently served as the Director of Mental Health and Wellness at Rubicon Programs, Inc., a community-based nonprofit agency, for the past five years.

Welfare and Institutions Codes Section 5607 states, in part, "The local mental health services shall be administered by a local director of mental health services to be appointed by the governing body..."

The Director of Health Services, Dr. William Walker, M.D., made the appointment based on the interview panel's recommendation. It was felt that Dr. Walker had the authority and delegation of the Board of Supervisor to make this appointment. However, because the position was recently retitled from Assistant Health Services Director to Director of Mental Health, we believe it prudent that we ask the Board of Supervisors to ratify the appointment of Steven Grolnic-McClurg as the County's Director of Mental Health.

CONSEQUENCE OF NEGATIVE ACTION:

The process to recruit and retain a Mental Health Director may need to be conducted a second time.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors

From: David Twa, County Administrator

Date: January 15, 2013

Subject: FY 2013/14 Recommended Budget Development

RECOMMENDATION(S):

1. DECLARE THE Board's intent to adopt a FY 2013/14 General Fund budget that balances annual expenses and revenues;
2. ACKNOWLEDGE that the State of California and residents throughout the State continue to struggle to manage the negative outcomes of the current economy;
3. ACKNOWLEDGE that significant economic issues continue to challenge the Board of Supervisors in its effort to finance services and programs which Contra Costa County residents need, or expect will be provided to them by the County, especially in a time of economic downturn;
4. ACKNOWLEDGE that, in addition to the effects on the provision of services for residents, these State and local economic issues have challenged the maintenance of the Board of Supervisors' reserve policy;
5. ACKNOWLEDGE that restoration of the County's reserve funds and an improved credit rating remain a priority of the Board of Supervisors over the long term;
6. ACKNOWLEDGE that the State's significant deficit projections and structural budget imbalance are expected to mean additional and sizable reductions in State revenues to county government;
7. RE-AFFIRM the Board of Supervisors' policy prohibiting the use of County General Purpose Revenue to back-fill State revenue cuts;
8. DIRECT Department Heads to work closely with the County Administrator to develop a Recommended Budget for consideration of the Board

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Ted Cwiek, Human Resources
Date: January 15, 2013

Subject: Revised Management Benefits Resolution No. 2013/52

RECOMMENDATION(S):

CONSIDER adopting Resolution No. 2013/52 regarding benefits and other compensation for County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented employees to reflect changes, as recommended by the Human Resources Director. To the extent that employees may have received payments of the specific differentials listed below in error, no recoupment is required.

FISCAL IMPACT:

The non-clerical actions included in this resolution authorize the continuation of payment for certain differentials. As these differentials are currently being paid and are budgeted, there is no new fiscal impact.

BACKGROUND:

It has been determined that the Library and the Health Services Department have been paying the differentials identified for the classifications set forth below. These differentials are considered necessary by the Departments to appropriately staff these positions. Adopting this resolution will provide authorization for the continuation of these differentials.

The

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Ted Cwiek, (925)
335-1766

By: , Deputy

BACKGROUND: (CONT'D)

attached Management Resolution has been modified in the following ways:

1. Section 29 regarding Animal Services Uniform Allowance has been modified to update the job code for the class of Deputy Director of Animal Services. The Deputy Director Animal Services classification has recently been excluded from the merit system by the Board of Supervisors and its job code changed accordingly.
2. A new Section 40 has been added to grant the specified pay differentials to the classifications of Library Student Assistant Exempt (3KW2) and Library Aide Exempt (3KWF):
 - A. Employees in the above-listed classes who work between the hours of 6:00p.m. and 9:00p.m. at any County library are entitled to a differential of five percent (5%) of the employee's base rate of pay (not including differentials).
 - B. Employees in the above-listed classes who work on Saturday are entitled to a differential of five percent (5%) of the employee's base rate of pay (not including differentials). This differential does not apply to any overtime hours worked on a Saturday.
 - C. Employees in the above-listed classes who work on a Sunday are entitled to a differential of seven and one half percent (7.5%) of the employee's base rate of pay (not including differentials).
3. A new Section 41 has been added to grant the specified pay differentials to the classification of Nursing Shift Coordinator-Per Diem (VWHD).
 - A. Evening Shift. An employee in the above-listed class who works an evening shift of four (4) hours or more between the hours of 5:00 p.m. and 11:00 p.m. is entitled to a shift differential of twelve percent (12%) of the employee's base rate of pay (not including differentials).
 - B. Night Shift. An employee in the above-listed class who works a night shift of four (4) hours or more between the hours of 11:00 p.m. and 8:00 a.m. is entitled to a shift differential of fifteen percent (15%) of the employee's base rate of pay (not including differentials).
 - C. Code Gray/STAT Team Differential. An employee in the above-listed class who is assigned by hospital administration to respond to emergency Code Gray calls as a member of the STAT Team is entitled to a differential of ten percent (10%) of the employee's base rate of pay (not including differentials).
4. The sections that follow the new Sections 40 and 41 have been renumbered.

To the extent that employees may have received payments of these differentials in error, no recoupment is required.

CONSEQUENCE OF NEGATIVE ACTION:

Specified pay differentials will be discontinued.

CHILDREN'S IMPACT STATEMENT:

None.

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

Adopted this Resolution on 01/15/2013 by the following vote:

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



Resolution No. 2013/52

In the Matter of: Benefits and Other Compensation for County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented Employees for the Period from July 1, 2012 through June 30, 2013 and Until Further Order

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

Effective upon adoption and continuing to June 30, 2013, and until further order of the Board, the Board adopts the attached program of compensation and benefits for County Elected and Appointed Department Heads, Management Employees, Exempt Employees, and Unrepresented Employees. Except for Resolution No. 2002/608 (excluding inconsistent provisions concerning the amount of employee contributions for retirement benefits), as amended, this Resolution supersedes all previous resolutions providing compensation and benefits for the employees listed herein, including but not limited to Resolution No. 2012/493.

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

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

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

- I. **BENEFITS FOR MANAGEMENT, EXEMPT AND UNREPRESENTED EMPLOYEES** are provided for those classes listed in **Exhibit A**.
- II. **BENEFITS FOR MANAGEMENT AND EXEMPT EMPLOYEES** are provided for those classes listed in Exhibit A, except for the classes listed in **Exhibit B**.
- III. **BENEFITS FOR ELECTED AND APPOINTED DEPARTMENT HEADS** are provided for those classes listed in **Exhibit C**.
- IV. **SPECIAL BENEFITS FOR MANAGEMENT EMPLOYEES BY DEPARTMENT OR CLASS** are provided as indicated in each section.
- V. **CHIEF ASSISTANT CLASSES** for purposes of Section 23 are listed in **Exhibit D**.
- VI. **CALPERS HEALTH PLAN CLASSES** for purposes of Section 2 are listed in **Exhibit E**.

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

ATTESTED: January 15, 2013

Contact: Ted Cwiek. (925) 335-1766

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

By: , Deputy

cc: Lisa Driscoll, County Finance Director, Vickie L. Dawes, Deputy County Counsel, Elizabeth Verigin, Assistant Auditor-Controller, Marilyn Leedom, Retirement Administrator

I. BENEFITS FOR MANAGEMENT, EXEMPT, AND UNREPRESENTED EMPLOYEES

1. Leaves With and Without Pay

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

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

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

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

1.11 Definitions:

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

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

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

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

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

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

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

- 1.12 Holidays Observed: Employees are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the County.
- 1.13 Holidays - Flexible, Alternate, 9/80, and 4/10 Work Schedules: When a holiday falls on the regularly scheduled day off of any employee who is on a flexible, alternate, 9/80, or 4/10 work schedule, the employee is entitled to take the day off, without a reduction in pay, in recognition of the holiday. These employees are entitled to request another day off in recognition of their regularly scheduled day off. The requested day off must be within the same month and workweek as the holiday and it must be pre-approved by the employee's supervisor. If the day off is not approved by the supervisor, it is lost. If the approved day off is a nine (9) hour workday, the employee must use one (1) hour of non-sick-leave accruals. If the approved day off is a ten (10) hour workday, the employee must use two (2) hours of non-sick-leave accruals. If the employee does not have any non-sick-leave accrual balances, leave without pay (AWOP) will be authorized.
- 1.14 Holidays - Part-Time Employees: Permanent, part-time employees are entitled to observe a holiday (day off work) in the same ratio as the number of hours in the part time employee's weekly schedule bears to forty (40) hours.
- 1.15 No Overtime Pay, Holiday Pay, or Comp Time: Unrepresented, management, and exempt employees are not entitled to receive overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Employees who are unable or not permitted to observe a holiday (take the day off), are authorized to receive overtime pay ONLY IF the employee is on the Overtime Exempt Exclusion List (see Section 11).
- 1.16 Personal Holiday Credit:
 - A. County Librarian. The County Librarian is entitled to accrue two (2) hours of personal holiday credit each month. The County Librarian may accrue no more than twenty four (24) hours of personal holiday credit. On separation from County service, the County Librarian will be paid for any unused personal holiday credit hours at his/her then current rate of pay, up to a maximum of twenty four (24) hours.

B. Other Employees. Employees are entitled to accrue two (2) hours of personal holiday credit each month. This time is prorated for part time employees. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, employees are paid for any unused personal holiday credit hours at the employee's then current rate of pay, up to a maximum of forty (40) hours.

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

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

However, for the Employment and Human Services Director (job code XAA2, County Welfare Director) only, the monthly accrual amount is 12 hours for the first 13 years of County service and the maximum cumulative hours is 240 for the first 11 years of County service. Thereafter, the Director is subject to the maximums set forth in the above chart.

Each employee is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

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

- 1.18 Sick Leave: Employees are entitled to accrue paid sick leave credit in accordance with the provisions of the County Salary Regulations and Administrative Bulletin No. 411.7 (Sick Leave Policy) adopted on October 17, 1997, as periodically amended.
- 1.19 Part-Time Employees: Part-time employees are entitled to accrue paid vacation and sick leave credit on a pro-rata basis.

- 1.20 Family Care Leave: The provisions of Section 1006.3 of the Personnel Management Regulations and Resolution No. 94/416, as amended, relating to Leaves of Absence and Family Care Medical Leave apply to all employees covered by this Resolution, except that such employees are not entitled to Family Care or Medical Leave on a calendar year basis. Instead, such employees are entitled to at least eighteen (18) weeks of leave in a "rolling" twelve (12) month period, which period is to be measured backward from the date the employee uses FMLA leave.
- 1.21 Leave Without Pay - Use of Accruals: The provisions of Section 1006.6 of the Personnel Management Regulations, as amended, relating to the use of accruals while on leave without pay, apply to all employees covered by this Resolution.

2. Health, Dental, and Related Benefits

2.10 Application:

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

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

- 2.11 Health Plan Coverages: The County will provide the medical and dental coverage for Management, Exempt, and Unrepresented employees and for their eligible family members, expressed in one of the Health Plan contracts and one

of the Dental Plan contracts between the County and the following providers:

- a. Contra Costa Health Plans (CCHP)
- b. Kaiser Permanente Health Plan
- c. Health Net
- d. Delta Dental
- e. DeltaCare (PMI)

2.12 Monthly Premium Subsidy:

- a. For each health and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

- 1. Contra Costa County Health Plan, (CCHP), Plan A
Single: \$509.92
Family: \$1,214.90
- 2. Contra Costa County Health Plan, (CCHP) Plan B
Single: \$528.50
Family: \$1,255.79
- 3. Kaiser Permanente Health Plan
Single: \$478.91
Family: \$1,115.84
- 4. Health Net HMO
Single: \$627.79
Family: \$1,540.02
- 5. Health Net PPO
Single: \$604.60
Family: \$1,436.25
- 6. Delta Dental with CCHP A or B
Single: \$41.17
Family: \$93.00
- 7. Delta Dental with Kaiser or Health Net
Single: \$34.02
Family: \$76.77
- 8. Delta Dental without a Health Plan
Single: \$43.35
Family: \$97.81
- 9. DeltaCare (PMI) with CCHP A or B

Single: \$25.41
Family: \$54.91

10. DeltaCare (PMI) with Kaiser or Health Net
Single: \$21.31
Family: \$46.05

11. DeltaCare (PMI) without a Health Plan
Single: \$27.31
Family: \$59.03

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

2.13 Retirement Coverage:

a. Upon Retirement:

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

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

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

the Board of Supervisors who was a County employee when elected to the Board of Supervisors with a County employee hire date that is earlier than January 1, 2009.

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

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

2. Life insurance coverage is not included.

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

- i. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
- ii. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
- iii. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
- iv. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.

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

5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (a) above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.

6. Employees who elect deferred retirement will not be eligible in any event

for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.

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

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

- c. Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections (a) and (b), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Resolution.
- d. Subject to the provisions of Section 2.13, subparts (a), (b), and (c), and upon retirement and for the term of this resolution, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and dental plans or are eligible to retain continuous coverage of such plans: County Elected and Appointed Department Heads, Management Employees, Exempt Employees, Unrepresented Employees, and each employee who retired from a position or classification that was unrepresented at the time of his or her retirement.
- e. For purposes of this Section 2.13 only, "eligible family members" does not include Survivors of employees or retirees.

2.14 Layoff and Other Loss of Coverage:

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

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

- a. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less and permanent-intermittent employees may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.
 - b. Employee Contribution Deficiencies: The County's contributions to the Health Plan and/or Dental Plan premiums are payable for any month in which the employee is paid. If an employee's compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the unpaid amount to the Auditor-Controller. The responsibility for this payment rests solely with the employee.
 - c. Leave of Absence: The County will continue to pay the County shares of health and/or dental plan premiums for enrolled employees who are on an approved paid or unpaid leave of absence for a period of thirty (30) days or more provided the employee's share of the premiums is paid by the employee.
 - d. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.
- 2.16 Family Member Eligibility Criteria: The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:

A. Health Insurance

- 1. Eligible Dependents:
 - a. Employee's legal spouse
 - b. Employee's qualified domestic partner
 - c. Employee's child to age 26
 - d. Employee's disabled child who is over age 26, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child attainment of age 19.
- 2. "Employee's child" includes natural child, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

B. Dental Insurance

- 1. Eligible Dependents:

- a. Employee's legal spouse
 - b. Employee's qualified domestic partner
 - c. Employee's unmarried child who is:
 - (1) under age 19; or
 - (2) Age 19 or above, but under age 24; and who
 - i. Resides with the employee for more than 50% of the year, excluding time living at school; and
 - ii. Receives at least 50% of support from employee; and
 - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
 - d. Employee's disabled child who is over age 19, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

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

- 2.17 CalPERS Controls: The CalPERS health care program, as regulated by the Public Employees' Medical and Hospital Care Act (PEMHCA), regulations issued pursuant to PEMHCA, and the administration of PEMHCA by CalPERS, controls on all health plan issues for employees who receive health care coverage from CalPERS, including, but not limited to, eligibility, benefit plans, benefit levels, minimum premium subsidies, and costs.
- 2.18 Contra Costa Health Plan (CCHP): Because CCHP has met the minimum standards required under PEMHCA and is approved as an alternative CalPERS plan option, employees and COBRA counterparts may elect to enroll in CCHP under the CalPERS plan rules and regulations.
- 2.19 CalPERS Health Plan Monthly Premium Subsidy: The County's subsidy to the CalPERS monthly health plan premiums is as provided below. The employee must pay any CalPERS health plan premium costs that are greater than the County's subsidies identified below.
- a. County Health Plan Premium Subsidy. Beginning on January 1, 2010, and for each calendar year thereafter, the amount of the County premium subsidy that is paid for employees and eligible family members is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the CalPERS statutory minimum employer monthly health

plan premium subsidy or the following monthly health plan premium subsidy, whichever is greater:

Employee/Retiree/Survivor Only	\$478.69
Employee/Retiree/Survivor & One Dependent	\$957.38
Employee/Retiree/Survivor & Two or more Dependents	\$1228.67

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

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

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

2.22 Dental Plan - CalPERS Participants:

- a. Employees in the classifications listed in Exhibit E may participate in any available County Group Dental Plan. The County may change dental plan providers at any time during the term of this resolution.
- b. Dental Plan Monthly Premium Subsidy. On and after January 1, 2010, the provisions of Section 2.12 "Monthly Premium Subsidy," relating to the County subsidies for dental coverage, apply to all classifications listed in Exhibit E.
- c. As to dental coverage only, the following Sections apply to all classifications listed in Exhibit E: Section 2.13 "Retirement Coverage," Section 2.14 "Layoff and Other Loss of Coverage," Section 2.15 "Health Plan Coverages and Provisions," and Section 2.16 "Family Member Eligibility Criteria."

2.C. All Employees

2.23 Dual Coverage:

- a. Each employee and retiree may be covered by only a single County health (or dental) plan, including a CalPERS plan. For example, a County

employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.

- b. All dependents, as defined in Section 2.16, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- c. For purposes of this Section 2.23 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including but not limited to, the Contra Costa County Fire Protection District.

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

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

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

- a. The County Human Resources Department operates a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or personal holiday credit be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition. Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability that manifests itself during employment.

- b. The plan is administered under the direction of the Director of Human Resources. The Human Resources Department is responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals is subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee will meet once a month, if necessary, to consider all requests for credits and will make determinations as to the appropriateness of the request. The committee will determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requester basis.
- c. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and will be treated as regular sick leave accruals.
- d. To receive credits under this plan, an employee must have permanent status, have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence, and have medical verification of need.
- e. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, personal holiday, compensatory time or holiday compensatory time accounts. Employees who elect to donate to a specific individual will have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.
- f. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.
- g. Each recipient is limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor is limited to one hundred twenty (120) hours per calendar year.
- h. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.
- i. No employee has any entitlement to catastrophic leave benefits. The award of Catastrophic Leave is at the sole discretion of the committee, both as to

amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee may limit benefits in accordance with available contributions and choose from among eligible applicants on an anonymous basis those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account.

- j. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

- 2.27 Health Care Spending Account: After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designated to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, before taxes, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.
- 2.28 PERS Long-Term Care: The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.
- 2.29 Dependent Care Assistance Program: The County will continue to offer the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars (\$5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.
- 2.30 Premium Conversion Plan: The County will continue to offer the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.
- 2.31 Prevailing Section: To the extent that any provision of this Section (Section 2. Health, Dental, and Related Benefits) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other resolution or order of the Board of Supervisors, the provision(s) of this

Section (Section 2. Health, Dental, and Related Benefits) will prevail.

3. **Personal Protective Equipment:** The County will reimburse employees for safety shoes and prescription safety eyeglasses in those Management, Exempt and Unrepresented classifications which the County Administrator has determined eligible for such reimbursement.
 - 3.10 **Safety Shoes.** The County will reimburse eligible employees for the purchase and repair of safety shoes in an amount not to exceed two hundred seventy-five dollars (\$275) for each two (2) year period beginning on January 1, 2002. There is no limit on the number of shoes or repairs allowed.
 - 3.11 **Safety Eyeglasses.** The County will reimburse eligible Management, Exempt and Unrepresented employees for prescription safety eyeglasses which are approved by the County and are obtained from an establishment approved by the County.
4. **Mileage Reimbursement:** The County will pay a mileage allowance for the use of personal vehicles on County business at the rate allowed by the Internal Revenue Service (IRS) as a tax deductible expense, adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the IRS, whichever is later.
5. **Retirement Contributions:**
 - 5.10 **No County Subvention.** Effective on October 1, 2011, employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. Employees are also responsible for the payment of the employees' contributions to the retirement cost-of-living program as determined annually by the Board of Retirement without the County paying any part of the employees' contributions. Except as provided in Section 37 (District Attorney Investigator - Safety Employees Retirement Tier), Section 44 (Probation - Safety Employees Retirement Tiers), Section 52 (Sheriff - Safety Employees Retirement Tiers), and Section 53 (Safety Employees Retirement Tiers - Miscellaneous Safety Classifications), the County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.
 - 5.11 **County Subvention for Retirement Chief Executive Officer.** Effective on October 1, 2011, and pursuant to Government Code Section 31581.1, the County will pay fifty percent (50%) of the Retirement Chief Executive Officer's retirement contribution normally required of members. The Retirement Chief Executive Officer is responsible for payment of the employee's contribution for the

retirement cost-of-living program as determined by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employee's share. The County will continue to pay the employer's share of the retirement cost-of-living program contribution.

- 5.12 414H2 Participation. The County will continue to implement Section 414(h) (2) of the Internal Revenue Code which allows the County Auditor–Controller to reduce the gross monthly pay of employees by an amount equal to the employee's total contribution to the County Retirement System before Federal and State income taxes are withheld, and forward that amount to the Retirement system. This program of deferred retirement contribution will be universal and non-voluntary as required by statute.

6. New Retirement Plan:

- A. PEPRA for Employees who become CCCERA Members on or after January 1, 2013. For employees who become members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012). To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.
- B. This section does not apply to employees who are safety members of the Contra Costa County Employees Retirement Association.

7. Training:

- 7.10 Career Development Training Reimbursement: All full-time employees (excluding attorney classes) are eligible for career development training reimbursement not to exceed seven hundred fifty dollars (\$750) per fiscal year. The reimbursement of training expenses includes books and is governed by any Administrative Bulletins on Travel or Training.
- 7.11 Management Development Policy: Employees are authorized to attend professional training programs, seminars, and workshops, during normal work hours at the discretion of their Department Head, for the purpose of developing knowledge, skills, and abilities in the areas of supervision, management, and County policies and procedures. Up to thirty (30) hours of such training time is recommended annually.
- a. Departments are encouraged to provide for professional development training exceeding thirty (30) hours annually for people newly promoted to positions of direct supervision.
 - b. To encourage personal and professional growth, the County provides reimbursement for certain expenses incurred by employees for job-related training (required training and career development training/education). Provision for eligibility and reimbursement is identified in Administrative

Bulletin 112.9.

- c. The Department Head is responsible for authorization of individual professional development reimbursement requests. Reimbursement is through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

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

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

9. **Higher Pay for Work in a Higher Classification:** The County Salary Regulations notwithstanding, when an employee is required to work in a higher paid classification, the employee will receive the higher compensation for such work, pursuant to the County Salary Regulations, plus any differentials and incentives the employee would have received in his/her regular position. Unless the Board has by Resolution otherwise specified, the higher pay entitlement will begin on the completion of the 40th consecutive hour in the assignment, retroactive to the beginning of the second full day of work in the assignment.

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

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

compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

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

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

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

11. Other Terms and Conditions of Employment

- 11.10 Overtime Exempt Exclusion: Employees in unrepresented, management, and exempt classifications are overtime exempt and are not eligible for

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

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

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

Resolution.

- 11.15 Administrative Provisions: The County Administrator may establish guidelines, bulletins or directives as necessary to further define or implement the provisions of this resolution.

II. BENEFITS FOR MANAGEMENT AND EXEMPT EMPLOYEES

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

12. Management Longevity Pay:

12.10 Ten Years of Service:

- a. Employees who have completed ten (10) years of service for the County are eligible to receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.
- b. In lieu of subsection a, employees in positions ineligible to receive vacation or sick leave accruals or to convert a portion of those accruals to cash under the terms of this Resolution are eligible to receive a five percent (5%) longevity differential upon the completion of ten years of service effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.
- c. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who earned this benefit while serving on the Board of Supervisors and were receiving this benefit as of March 31, 2007.
- d. Effective November 1, 2007, for employees who were employed by Contra Costa County, became employees of the Contra Costa Superior Court by operation of law, and thereafter are rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), eligibility for this longevity differential will be determined by adding together all service time with Contra Costa County and all service time with the Contra Costa Superior Court. If this sum is more than ten (10) years, this longevity differential will only be paid prospectively from the date the employee is rehired by Contra Costa County.

12.11 Fifteen Years of Service:

- a. Employees who have completed fifteen (15) years of service for the County

are eligible to receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For employees who completed fifteen (15) years of service on or before January 1, 2007, this longevity differential will be paid prospectively only from January 1, 2007.

- b. In lieu of subsection a, employees in positions ineligible to receive vacation or sick leave accruals or to convert a portion of those accruals to cash under the terms of this Resolution are eligible to receive an additional two and one-half percent (2.5%) longevity differential upon the completion of fifteen (15) years of service effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For employees who completed fifteen years of service on or before January 1, 2007, this longevity differential will be paid prospectively only from January 1, 2007.
- c. This section does not apply to employees who are eligible to receive the District Attorney Inspectors Longevity Differential set forth in Section 35 or the Sheriff Law Enforcement Longevity Differential set forth in Section 51.
- d. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who earned this benefit while serving on the Board of Supervisors and were receiving this benefit as of March 31, 2007.
- e. Effective November 1, 2007, for employees who were employed by Contra Costa County, became employees of the Contra Costa Superior Court by operation of law, and thereafter are rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), eligibility for this longevity differential will be determined by adding together all service time with Contra Costa County and all service time with the Contra Costa Superior Court. If this sum is more than fifteen (15) years, this longevity differential will only be paid prospectively from the date the employee is rehired by Contra Costa County.

13. Deferred Compensation:

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

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

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

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

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

- a. The employee must be hired by Contra Costa County on or after January 1, 2009.
- b. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.
- c. The employee must have been employed by Contra Costa County for at least 90 calendar days.
- d. The employee must contribute a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.
- e. The employee must complete and sign the required enrollment form(s)

for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.

f. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.

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

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

E. Eligibility for Loan Program. All employees are eligible to apply for loans from the Contra Costa County Deferred Compensation Plan loan program established by the Board of Supervisors on June 26, 2012, by Resolution No. 2012/298.

14. Annual Management Administrative Leave:

- A. On January 1st of each year, all full-time unrepresented, management, and exempt employees in paid status, except for the Retirement Chief Executive Officer, will be credited with ninety four (94) hours of paid Management Administrative Leave. The Retirement Chief Executive Officer will be credited with seventy (70) hours of paid Management Administrative Leave. All Management Administrative Leave time is non-accruable and all balances will be zeroed out on December 31 of each year.
- B. Permanent part-time employees are eligible for Management Administrative Leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for Management Administrative Leave.
- C. Employees appointed (hired or promoted) to unrepresented, management, or exempt positions are eligible for Management Administrative Leave on the first day of the month following their appointment date and will receive Management Administrative Leave on a prorated basis for that first year.
- D. Unrepresented, management, and exempt employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by 25% each time the employee is on the List. The 25% reduction will be deducted from the

employee's current leave balance, but if there is no balance, it will be deducted from future awarded Annual Management Administrative Leave. This section does not apply to the unrepresented, management, and exempt attorneys of the Offices of the District Attorney, County Counsel, and Public Defender. (See Section 31.)

15. **Management Life Insurance:** Employees are covered at County expense by term life insurance in the amount of fifty seven thousand dollars (\$57,000) in addition to the insurance provided in Section 2.24.

16. **Vacation Buy Back:**

A. **Employees Hired Before April 1, 2011:**

1. Employees hired before April 1, 2011, may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once every thirteen (13) months and there must be at least 12 full months between each election; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any one sale is one-third (1/3) of the annual accrual.

2. Lump Sum Payments. Where a lump-sum payment is made to employees as a retroactive general salary adjustment for a portion of a calendar year that is subsequent to the exercise by an employee of the vacation buy-back provision herein, that employee's vacation buy-back will be adjusted to reflect the percentage difference in base pay rates upon which the lump-sum payment was computed, provided that the period covered by the lump-sum payment includes the effective date of the vacation buy-back.

B. **Employees Hired On and After April 1, 2011 and the County Librarian:**

Employees hired on and after April 1, 2011, and the County Librarian may not elect payment of their vacation accruals, unless the employee was eligible for a Vacation Buy Back benefit before being promoted into any classification covered by this Resolution.

C. **Retirement Chief Executive Officer:**

1. The Retirement Chief Executive Officer may elect payment of up to one-third (1/3) of her/his annual vacation accrual, subject to the following conditions: (1) the choice can be made only once in each calendar year; (2) payment is based on an hourly rate determined by dividing the Retirement Chief Executive Officer's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any calendar year is one-third (1/3) of her/his annual accrual.

2. Lump Sum Payments. Where a lump-sum payment is made to the Retirement Chief Executive Officer as a retroactive general salary adjustment for a portion of a calendar year that is subsequent to the exercise of this vacation buy-back provision, the Retirement Chief Executive Officer's vacation buy-back will be adjusted to reflect the percentage difference in base pay rates upon which the lump-sum payment was computed, provided that the period covered by the lump-sum payment includes the effective date of the vacation buy-back.

17. **Professional Development Reimbursement:** Employees (excluding Department Heads, their Chief Assistant(s), Engineering Managers, and all Attorney classes) are eligible for reimbursement of up to six hundred twenty-five dollars (\$625) for each two (2) year period beginning on January 1, 1999, for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) from a standardized County-approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

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

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

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

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

E. No payoff will be made pursuant to this section unless the Contra Costa County Employees' Retirement Association has certified that an employee requesting a sick leave payoff has terminated membership in, and has withdrawn his or her contributions from, the Retirement Association.

F. It is the intent of the Board of Supervisors that payments made pursuant to this section are in lieu of County retirement benefits resulting from employment by this County or by Districts governed by this Board.

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

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

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

III. BENEFITS FOR ELECTED AND APPOINTED DEPARTMENT HEADS

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

21. **Executive Automobile Allowance:**

A. **Elected Department Heads**

The below-listed elected Department Heads are eligible to receive a \$600 per month automobile allowance plus mileage for miles driven outside Contra Costa County at the rate per mile allowed by the Internal Revenue Service (IRS) as a deductible

expense. Receipt of this automobile allowance means that the elected Department Head must use a private automobile for County business.

Assessor (DAA1)
Auditor–Controller (SAA1)
Clerk–Recorder (ALA1)
District Attorney–Public Administrator (2KA1)
Treasurer–Tax Collector (S5A1)

The Sheriff-Coroner (6XA1) is eligible to receive a \$500 per month automobile allowance plus mileage for miles driven inside and outside of Contra Costa County at the rate per mile allowed by the Internal Revenue Service (IRS) as a deductible expense. Receipt of this automobile allowance means that the Sheriff-Coroner must use a private automobile for County business.

B. Appointed Department Heads appointed prior to February 1, 2012

The below-listed Department Heads who were appointed to their positions prior to February 1, 2012 are eligible to receive a \$600 per month automobile allowance plus mileage for miles driven outside Contra Costa County at the rate per mile allowed by the Internal Revenue Service (IRS) as a deductible expense. Receipt of this automobile allowance means that the appointed Department Head must use a private automobile for County business.

County Administrator (ADA2)
Agricultural Commissioner/Director of Weights and Measures (BAA1)
Chief Assistant County Administrator (ADB1)
County Counsel (2EA1)
County Librarian (3AAA)
County Probation Officer (7AA1)
County Welfare Director (XAA2)
Director of Animal Services (BJA1)
Director of Child Support Services (SMA1)
Director of Conservation and Development (4AA1)
Director of General Services (NAA2)
Director of Health Services (VCA1)
Director of Human Resources (AGA2)
Director of Information Technology (LTA1)
Public Defender (25A1)
Public Works Director (NAA1)
Retirement Chief Executive Officer (97A1)

C. Appointed Department Heads appointed on and after February 1, 2012

Every appointed Department Head, except the Retirement Chief Executive Officer, who is appointed to his/her position on and after February 1, 2012, is ineligible to receive an automobile allowance.

D. Temporary Loss of Vehicle

If use of a County vehicle is temporarily required as the result of an emergency, such as an accident or mechanical failure to the recipient's personal automobile, a County vehicle may be used if approved by the County Administrator or his/her designee. The user's department will be charged for the costs of the temporary use of the County vehicle. Further, the user of the County vehicle will not receive his/her automobile allowance while using the County vehicle.

22. **Executive Life Insurance:** In lieu of the insurance provided under Section 15, Department Heads are covered at County expense by term life insurance in the amount of sixty thousand dollars (\$60,000) additional to the insurance provided under Section 2.12.
23. **Executive Professional Development Reimbursement:** Department Heads and those chief assistants listed in Exhibit D (excluding Attorney classes) are eligible for reimbursement of up to nine hundred twenty-five dollars (\$925) for each two (2) year period beginning January 1, 1999 for memberships in professional organizations, subscriptions to professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, and purchase of job-related computer hardware and software, such as blackberries, I-phones, and treos (excluding automation connectivity, support, or subscription fees) from a standardized County-approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

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

24. **Appointed Department Heads:** The Appointed Department Heads are the Agricultural Commissioner/Director of Weights and Measures, Chief Assistant County Administrator, County Counsel, County Librarian, County Probation Officer, County Veteran's Services Officer, County Welfare Director, Director of Animal Services, Director of Child Support Services, Director of Conservation and Development, Director of General Services, Director of Health Services, Director of Human Resources, Director of Information Technology, Public Defender, Public Works Director, and Retirement Chief Executive Officer. (The Fire Chief of the Contra Costa County Fire Protection District is also an appointed Department Head, but the benefits for the Fire Chief are set forth in a separate Fire Management Resolution.)

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

(\$12,000) contribution may be used to establish eligibility and qualification to receive the additional eighty-five dollars (\$85) monthly Deferred Compensation Incentive contribution otherwise provided by the County.

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

IV. SPECIAL BENEFITS FOR MANAGEMENT EMPLOYEES BY DEPARTMENT OR CLASS

- 27. **Accounting Certificate Differential:** Incumbents of Management professional accounting, auditing or fiscal officer positions who possess one of the following certifications in good standing will receive a differential of five percent (5%) of base monthly salary: (1) A valid Certified Public Accountant (CPA) license issued by the State of California, Department of Consumer Affairs, Board of Accountancy; (2) a Certified Internal Auditor (CIA) certification issued by the Institute of Internal Auditors; (3) a Certified Management Accountant (CMA) certification issued by the Institute of Management Accountants; or (4) a Certified Government Financial Manager (CGFM) certification issued by the Association of Government Accountants.
- 28. **Animal Services Search Warrant:** Employees in the management class of Deputy Director of Animal Services (BJDF) will be compensated for time spent in assisting law enforcement agencies in the serving of search warrants. The amount of special compensation per incident is one hundred dollars (\$100) and it will continue to be equal to that paid to Animal Services Officers for performing this duty. Only employees involved in actual entry team activities will be so compensated. The department continues to retain the sole right to select and assign personnel to such search warrant duty.
- 29. **Animal Services Uniform Allowance:** The uniform allowance for employees in the management class of Deputy Director of Animal Services (BJD1) is eight hundred dollars (\$800) effective July 1, 2001, payable one-twelfth (1/12) of the yearly total in monthly pay warrants. Any other increase in the Uniform Allowance, which may be granted to Animal Services Officers while this Resolution is in effect, is granted to the Animal Services Management classes.

30. Attorney State Bar Dues and Professional Development Reimbursement:

30.10 State Bar Dues Reimbursement. The County will reimburse employees in the classes set forth below for California State Bar Membership dues (but not penalty fees) and, if annually approved in advance by the Department Head, fees for criminal and/or civil specialization.

30.11 Professional Development Reimbursement. The County will reimburse employees in the classes listed in Section 30.12 up to a maximum of seven hundred dollars (\$700) each fiscal year for the following types of expenses:

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

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

30.12 Eligible Classes.

This section applies only to the following classifications:

Assistant County Counsel-Exempt (2ED1)
Assistant District Attorney-Exempt (2KD3)
Assistant Public Defender-Exempt (25D2)
Chief Asst. County Counsel-Exempt (2ED2)
Chief Asst. Deputy District Atty-Exempt (2KD2)
Chief Assistant Public Defender-Exempt (25D1)
Chief Trial Deputy Public Defender (25DB)
Civil Litigation Attorney-Advanced (2ETG)
Civil Litigation Attorney-Standard (2ETF)
Civil Litigation Attorney-Basic (2ETE)
County Counsel (2EA1)
Deputy County Counsel-Advanced (2ETK)
Deputy County Counsel-Standard (2ETJ)
Deputy County Counsel-Basic (2ETH)
District Attorney-Public Administrator (2KA1)
Public Defender (25A1)
Retirement General Counsel-Exempt (97B3)
Senior Deputy District Attorney-Exempt (2KD1)
Senior Financial Counsel-Exempt (2ED3)
Supervising Attorney-Child Support Services (29HA)

Attorney Basic-Child Support Services (29VA)
Attorney Advanced-Child Support Services (29TA)
Attorney Entry-Child Support Services (29WA)

31. Attorney Management Administrative Leave and Additional Longevity Pay:

31.10 Attorney Management Administrative Leave.

- A. On January 1st of each year, the employees in the classes set forth below who are in paid status, excluding fixed-term employees and contract attorneys, will be credited with ninety four (94) hours of Management Administrative Leave. Management Administrative Leave must be used during the calendar year in which it is credited and any unused hours may not be carried forward.
- B. Attorneys appointed between January 1st and June 30th, inclusive, are eligible for ninety four (94) hours of Management Administrative Leave on the first succeeding January 1st and annually thereafter. Attorneys appointed on or after July 1st are eligible for seventy one (71) hours of Management Administrative Leave on the first succeeding January 1st and are eligible for ninety four (94) hours annually thereafter.
- C. Permanent part time attorneys are eligible for Management Administrative Leave on a prorated basis, based upon their position hours, beginning on January 1st following their appointment and in the same proportion on each January 1st thereafter. Permanent-intermittent attorneys are not entitled to Management Administrative Leave. Any attorney on a leave of absence will have his/her Management Administrative Leave hours pro rated upon his/her return.
- D. Unrepresented, management, and exempt attorneys on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by 25% each time the attorney is on the List. The 25% reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Management Administrative Leave.

31.11 Additional Longevity Pay at 20 Years of County Service.

In addition to the Longevity Pay provided in Section 12 of this resolution, employees in the classes set forth below are eligible to receive an additional two percent (2%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award, beginning on November 1, 2012. For those employees who have twenty years of service on or before November 1, 2012, this longevity differential will be paid prospectively only from November 1, 2012.

31.12 Eligible Classes.

This section applies only to the following classifications:

Assistant County Counsel-Exempt (2ED1)
Assistant District Attorney-Exempt (2KD3)
Assistant Public Defender-Exempt (25D2)
Chief Asst. County Counsel-Exempt (2ED2)
Chief Asst. Deputy District Atty-Exempt (2KD2)
Chief Assistant Public Defender-Exempt (25D1)
Chief Trial Deputy Public Defender (25DB)
Civil Litigation Attorney-Advanced (2ETG)
Civil Litigation Attorney-Standard (2ETF)
Civil Litigation Attorney-Basic (2ETE)
County Counsel (2EA1)
Deputy County Counsel-Advanced (2ETK)
Deputy County Counsel-Standard (2ETJ)
Deputy County Counsel-Basic (2ETH)
Public Defender (25A1)
Retirement General Counsel-Exempt (97B3)
Senior Deputy District Attorney-Exempt (2KD1)
Senior Financial Counsel-Exempt (2ED3)
Supervising Attorney-Child Support Services (29HA)
Attorney Basic-Child Support Services (29VA)
Attorney Advanced-Child Support Services (29TA)
Attorney Entry-Child Support Services (29WA)

32. **Assessor Education Differential:** Employees in the management class of Assistant County Assessor-Exempt (DAB1) are entitled to a salary differential of two and one-half percent (2.5%) of base monthly salary for possession of a certification for educational achievement from at least one of the following:

- A. American Institute of Real Estate Appraisers Residential Member designation.
- B. State Board of Equalization Advanced Appraiser Certification.
- C. International Association of Assessing Officers Residential Evaluation Specialist.
- D. Society of Auditor-Appraiser Master Auditor-Appraiser designation.
- E. Society of Real Estate Appraisers Senior Residential Appraiser designation.
- F. Any other certification approved by the County Assessor and the Director of Human Resources.

33. **Certified Elections/Registration Administrator Certification Differential:** Employees in the classification of Clerk-Recorder (ALA1) are entitled to receive a

monthly differential in the amount of five percent (5%) of base monthly salary for possession of a valid Certified Elections/Registration Administrator Certificate issued by The Election Center-Professional Education Program. Verification of eligibility is by the County Administrator or designee. Eligibility for receipt of the differential begins on the first day of the month following the month in which the County Administrator verifies eligibility.

34. **District Attorney Inspectors Longevity Differential:** Incumbents of the classes of District Attorney Chief of Inspectors–Exempt (6KD1), District Attorney Lieutenant of Inspectors (6KNB), and Lieutenant of Inspectors–Welfare Fraud (6KWG) are eligible for a differential of five percent (5%) of base monthly salary when the following conditions are satisfied: The employee has (1) four (4) years of experience as a peace officer with Contra Costa County; (2) fifteen (15) years of P.O.S.T. experience; and (3) has reached the age of thirty-five (35).
35. **District Attorney Inspector P.O.S.T.:** Incumbents of the classes of District Attorney Lieutenant of Inspectors (6KNB), District Attorney Lieutenant of Inspectors–Welfare Fraud (6KWG) and District Attorney Chief of Inspectors–Exempt (6KD1) who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one of the following career incentive allowances:
- A. A career incentive allowance of two and one-half percent (2.5%) of base monthly salary will be paid to DA Lieutenant of Inspectors and DA Lieutenant of Inspectors–Welfare Fraud for the possession of an Advanced P.O.S.T. certificate. This allowance will be paid to the DA Chief of Inspectors–Exempt for possession of a Management and/or Executive P.O.S.T. Certificate.
 - B. A career incentive allowance of five percent (5%) of base monthly salary will be paid to DA Lieutenant of Inspectors and DA Lieutenant of Inspectors–Welfare Fraud for possession of an Advanced P.O.S.T. certificate and an approved Baccalaureate Degree. This allowance will be paid to the DA Chief of Inspectors for possession of a Management and/or Executive P.O.S.T. certificate and possession of an approved Baccalaureate Degree.
 - C. A career incentive allowance of seven and one-half percent (7.5%) of base monthly salary will be paid to DA Lieutenant of Inspectors and DA Lieutenant of Inspectors–Welfare Fraud for the possession of an Advanced P.O.S.T. certificate and possession of an approved Master’s Degree. This allowance will be paid to the DA Chief of Inspectors–Exempt for possession of an approved Management and/or Executive P.O.S.T. certificate and possession of an approved Master’s Degree. No continuing education is required in order to be entitled to any of the foregoing allowances.
36. **District Attorney Investigator - Safety Employees Retirement Tiers; Contribution Toward Cost of Enhanced Retirement Benefit :**

36.10 Safety Tier A. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below who become members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average. This retirement benefit is known as Safety Tier A.

1. Until July 1, 2012, each employee in Tier A will pay nine percent (9%) of his or her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits.

2. Effective on July 1, 2012, each employee in Tier A will pay three percent (3%) of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits.

The payments set forth above will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

36.11 Safety PEPRA Tier. For employees who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

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

36.13 Eligible Classes.

This section applies only to the following classifications:

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

37. **Engineer Continuing Education Allowance:** Employees in the classification of Deputy Public Works Director-Exempt (NAD0) are eligible to receive a one year Continuing Education Allowance of two and one-half percent (2.5%) of base monthly salary if they complete at least (60) hours of approved education or training or at

least three (3) semester units of approved college credit or approved combination thereof, subject to the following conditions.

- A. The specific education or training must be submitted in writing by the employee to the Public Works Director or his designee prior to beginning the course work.
- B. The education or training must be reviewed and approved in advance by the Public Works Director or his designee as having a relationship to the technical or managerial responsibilities of the employee's current or potential County job classifications.
- C. Employees who qualify for this allowance do so for a period of only twelve (12) months, commencing on the first day of the month after proof of completion is received and approved by the Public Works Director or his designee. This allowance automatically terminates at the end of the twelve (12) month period.

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

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

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

Individual professional development reimbursement requests require the approval

of the Department Head. Reimbursement occurs through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

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

39. **Library Department Holidays:** For all management and unrepresented employees in the County Library Department, the day after Thanksgiving is deleted as a holiday and the day before Christmas is added as a holiday.

40. **Library Differentials:** The classifications of Library Student Assistant Exempt (3KW2) and Library Aide Exempt (3KWF) may earn the following differential pays under the following circumstances:

A. Employees in the above-listed classes who work between the hours of 6:00p.m. and 9:00p.m. at any County library are entitled to a differential of five percent (5%) of the employee's base rate of pay (not including differentials).

B. Employees in the above-listed classes who work on Saturday are entitled to a differential of five percent (5%) of the employee's base rate of pay (not including differentials). This differential does not apply to any overtime hours worked on a Saturday.

C. Employees in the above-listed classes who work on a Sunday are entitled to a differential of seven and one half percent (7.5%) of the employee's base rate of pay (not including differentials).

41. **Nursing Shift Coordinator-Per Diem Differentials:** The classification of Nursing Shift Coordinator-Per Diem (VWHD) may earn the following differential pays under the following circumstances:

A. **Evening Shift.** An employee in the above-listed class who works an evening shift of four (4) hours or more between the hours of 5:00 p.m. and 11:00 p.m. is entitled to a shift differential of twelve percent (12%) of the employee's base rate of pay (not including differentials).

B. **Night Shift.** An employee in the above-listed class who works a night shift of four (4) hours or more between the hours of 11:00 p.m. and 8:00 a.m. is entitled to a shift differential of fifteen percent (15%) of the employee's base rate of pay (not including differentials).

C. **Code Gray/STAT Team Differential.** An employee in the above-listed class who is assigned by hospital administration to respond to emergency Code Gray calls as a member of the STAT Team is entitled to a differential of ten percent (10%) of the employee's base rate of pay (not including differentials).

42. **Nursing Shift Coordinator-Per Diem Overtime:** Employees in the classification of Nursing Shift Coordinator - Per Diem (VWHD) who work on a holiday are entitled to receive overtime pay at the rate of one and one-half (1.5) times his/her hourly rate for all hours worked on the holiday, up to a maximum of eight (8) hours.

43. **Podiatrists/Optometrists Unrepresented Status:** In addition to all general benefits afforded unrepresented employees in Section I of this Resolution, the classes of Exempt Medical Staff Podiatrist (VPS2) and Exempt Medical Staff Optometrist (VPS1) are also eligible for the following benefits:

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

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

Malpractice Coverage. The County will provide coverage under the Continuing Practice Physician's Insurance Plan.

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

44. **Probation - Safety Employees Retirement Tiers; Contribution Toward Cost of Enhanced Retirement Benefit:**

- 44.10 Safety Tier A. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average.

1. Until July 1, 2012, each employee in Tier A will pay nine percent (9%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

2. For the period of July 1, 2012 through and including December 31, 2014,

each employee in Tier A will pay four and one half percent (4.5%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

3. For the period of January 1, 2015 through and including June 29, 2015, each employee will pay two and one quarter percent (2.25%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

4. Effective on June 30, 2015, each employee's payment of two and one quarter percent (2.25%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits will cease.

The payments set forth above will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

44.11 Safety PEPRA Tier. For employees who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

44.12 Eligible Classes.

This section applies only to the following classifications:

County Probation Officer-Exempt (7AA1)
Chief Deputy Probation Officer (7ADC)
Probation Manager (7AGB)
Probation Director (7BFA)

45. Real Property Agent Advanced Certificate Differential: Employees in the classifications of Assessor (DAA1), Assistant County Assessor (DAB1), and Real Estate Manager-Exempt (DYD1) are entitled to receive a monthly differential in the amount of five percent (5%) of base monthly salary for possessing and maintaining either a valid Senior Member Certificate issued by the International Executive Committee of the International Right of Way Association (IRWA) or a certification issued by the Building Owners and Managers Institute (BOMI) with a designation as either a Real Property Administrator (RPA) or Facilities Management Administrator (FMA). Verification of eligibility will be by the Department Head or his/her designee. Eligibility for receipt of the differential begins on the first day of the month following the month in which eligibility is verified by the Department Head.

All employees who qualify for the Senior Member certificate must recertify every five (5) years with the International Right of Way Association in order to retain the Senior

Member designation and continue to receive the differential. In order to recertify, a Senior Member must accumulate seventy-five (75) hours of approved education which may include successfully completing courses, attending educational seminars or teaching approved courses.

All employees who qualify for the RPA or FMA designation must recertify every three (3) years with BOMI in order to retain the RPA or FMA designation and continue to receive this differential. In order to retain certification, an employee must achieve eighteen (18) points of continuing professional development, which may include successfully completing courses, attending educational seminars, or teaching approved courses related to the industry.

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

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

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

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

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

47. Sheriff Continuing Education Allowance: Sheriff's Department employees in the classifications of Sheriff's Fiscal Officer (APSA) and Sheriff's Chief of Management Services (APDC) are eligible to receive a Continuing Education Allowance of two and one-half percent (2.5%) of base monthly salary for any fiscal year in which they complete at least sixty (60) hours of education or training or at least three(3) semester units of college credit or a combination thereof, approved by the

department, subject to all of the following conditions:

- A. An application must be submitted in advance, to the Sheriff's Department prior to the fiscal year in which the education or training will occur.
 - B. The education or training must be directly related to the technical or Management duties of the employee's job.
 - C. The course must be reviewed and approved in advance by the Sheriff's Department Standards and Resources Bureau.
 - D. The employee must show evidence of completion with a passing grade.
48. **Sheriff Emergency Services Standby Differential:** Employees in the classification of Emergency Planning Specialist-Exempt (9GS1) who perform standby duty for the Office of Emergency Services at least one (1) week per month, are entitled to receive a differential in the amount of two and one-half percent (2.5%) of base monthly salary.
49. **Sheriff Law Enforcement Longevity Differential:** Incumbents in the classifications of Undersheriff (6XB4), Commander (6XD1), and Chief of Police-Contract Agency-Exempt (6XF1) are eligible for a differential of five percent (5%) of base monthly salary upon completion of fifteen (15) years of County service as a full-time, permanent, sworn law enforcement officer.
50. **Sheriff Uniform Allowance:** The Sheriff-Coroner (6XA1), Undersheriff (6XB4), Commander (6XD1), Chief of Police-Contract Agency-Exempt (6XF1) and non-sworn management employees in the Sheriff-Coroner's Department will be paid a uniform allowance in the amount of eight hundred seventy-two dollars (\$872) per year effective July 1, 2007, payable one-twelfth (1/12) of the yearly total in monthly pay warrants. The management employees eligible for this uniform allowance are: Sheriff's Fiscal Officer (APSA) and Sheriff's Chief of Management Services (APDC).
51. **Sheriff - Detention Division Meals:** Employees assigned to the Detention Division will have fifteen dollars (\$15.00) per month deducted from their pay checks in exchange for meals provided by the Department. The employee may choose not to eat facility food. In that case, no fees will be deducted.
52. **Sheriff - Safety Employees Retirement Tiers; Contribution Toward Cost of Enhanced Retirement Benefit:**
- 52.10. **Safety Tier A.** The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below, who are employed by the County as of December 31, 2006. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average. Beginning on October 1, 2006, each

employee will pay three percent (3%) of his/her retirement base to pay part of the employer's contribution towards the cost of Safety Tier A. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. Effective June 29, 2013, such payments will cease. "Retirement base" means base salary and other payments, such as salary differentials and flat rate pay allowances, used to compute retirement deductions. Safety Tier A is closed to all employees initially hired by Contra Costa County after December 31, 2006.

- 52.11 Safety Tier C. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below, who are hired by the County after December 31, 2006. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed two percent (2%) per year. The final compensation of these employees will be based on their highest consecutive thirty-six (36) month salary average. Beginning on January 1, 2007, each employee will pay two and one-tenths percent (2.1%) of his or her retirement base to pay part of the employer's contribution towards the cost of Safety Tier C. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. Effective June 29, 2013, such payments will cease. "Retirement base" means base salary and other payments, such as salary differentials and flat rate pay allowances, used to compute retirement deductions. Safety Tier C is closed to all employees initially hired after December 1, 2012.
- 52.12 Safety PEPRA Tier. For employees who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.
- 52.13 Employees with more than 30 years of Service. Commencing January 1, 2007, employees in the classifications set forth below and designated by the Contra Costa County Employees' Retirement Association as safety members with credit for more than thirty (30) years of continuous service as safety members, will not make payments from their retirement base to pay part of the employer's contribution towards the cost of Safety Tier A.
- 52.14 Retirement Tier Elections. If members of the Deputy Sheriffs' Association have the opportunity to elect different retirement tiers, employees in the classifications set forth below and employed by the County as of December 31, 2012, will be offered the same opportunity to elect the new Safety PEPRA Tier at the same time and on the same terms and conditions as are applicable to members of the Deputy Sheriffs' Association.
- 52.15 Eligible Classes.

This section applies only to the following classifications:

Sheriff-Coroner (6XA1)
Undersheriff- Exempt (6XB4)
Assistant Sheriff (6XB2)
Chief Deputy Sheriff-Exempt (6XB3)
Commander (6XD1)
Chief of Police-Contract Agency-Exempt (6XF1)

**53. Safety Employees Retirement Tiers (Miscellaneous Safety Classifications);
Contribution Toward Cost of Enhanced Retirement Benefit**

53.10 Safety Tier A. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average. Each employee will pay nine percent (9%) of his/her retirement base to pay part of the employer's contribution for the cost of these safety retirement benefits. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

53.11 Safety PEPRA Tier. For employees who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

53.12 Eligible Classes.

This section applies only to the following classifications:

Assistant Chief Public Service Officer (64BA)
Director of Hazardous Materials Program-Exempt (VLD2)

54. Treasurer-Tax Collector Professional Development Differential: Treasurer-Tax Collector employees in one of the classifications listed below are eligible to receive a monthly differential equivalent to five percent (5%) of base salary for possession of at least one (1) of the following specified professional certifications and for completion of required continuing education requirements associated with the individual certifications. Verification of eligibility for any such differential must be in writing by the Treasurer-Tax Collector or his/her designee. Under this program, no employee may receive more than a single five percent (5%) differential at one time, regardless of the number of certificates held by that employee.

This section applies only to the following classifications:

Treasurer-Tax Collector (S5A1)
Treasurer's Investment Officer-Exempt (S5S3)
Assistant County Treasurer-Exempt (S5B4)
Assistant County Tax Collector (S5DF)
Chief Deputy Treasurer Tax Collector-Exempt (S5B2)

Qualifying Certificates:

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

[end]

Exhibit A
Management, Exempt and Unrepresented

Job Code	Job Title
AP7A	ADMINISTRATIVE AIDE-DEEP CLASS
AP73	ADMINISTRATIVE AIDE-PROJECT
AP9A	ADMINISTRATIVE INTERN-DEEP CLS
APDB	ADMINISTRATIVE SVCS OFFICER
AJDB	AFFIRMATIVE ACTION/EEEO
XQD2	AGING/ADULT SVCS DIRECTOR-EX
VHD1	ALCOHOL/OTHER DRUG SVCS DIR-EX
VAB1	AMBULATORY CARE CHF EXC OFC-EX
BKS1	ANIMAL CLINIC VETERINARIAN-EX
JJNG	ASSESSOR'S CLERICAL STAFF MNGR
VCS1	ASSIST TO HLTH SVC DIR - EX
9MD3	ASSISTANT DIRECTOR-PROJECT
BAB1	ASST AGR COM/WTS/MEAS-EXEMPT
64BA	ASST CHIEF PUBLIC SVC OFFICER
ALB2	ASST CO CLERK-EXEMPT
ADB4	ASST COUNTY ADMINISTRATOR
DAB1	ASST COUNTY ASSESSOR-EXE
SAB1	ASST COUNTY AUDITOR CONTROLLE
2ED1	ASST COUNTY COUNSEL-EXEMPT
3AB1	ASST COUNTY LIBRARIAN-EXEMPT
ALB3	ASST COUNTY RECORDER-EXEMPT
ALB1	ASST COUNTY REGISTRAR-EXEMPT
S5DF	ASST COUNTY TAX COLLECTOR
S5B4	ASST COUNTY TREASURER-EXEMPT
VCB1	ASST DIR OF HEALTH SVCS
AGB1	ASST DIR OF HUMAN RESOURCES-EX
2KD3	ASST DISTRICT ATTORNEY-EXEMPT
LBD4	ASST HS IT DIR-APP DEV-EX
LBD2	ASST HS IT DIR-CUSTOMER SUPP-E
LBD7	ASST HS IT DIR-INFO SECURITY-E
LBD3	ASST HS IT DIR-INFRASTRUCT-EX
LBD1	ASST HS IT DIR-PROJECT MGMT-EX
25D2	ASST PUBLIC DEFENDER-EXEMPT
AJDP	ASST RISK MANAGER
6XB1	ASST SHERIFF-CHF EXE ASST
6XB2	ASST SHERIFF-EXEMPT
ADBA	ASST TO THE COUNTY ADMIN
29TA	ATTORNEY ADVANCE-CHLD SPPT SVC
29VA	ATTORNEY BASIC-CHILD SPPT SVCS
29WA	ATTORNEY ENTRY-CHILD SPPT SVCS
J995	BD OF SUPVR ASST-CHIEF ASST
J992	BD OF SUPVR ASST-GEN OFFICE
J993	BD OF SUPVR ASST-GEN SECRETARY

Exhibit A
Management, Exempt and Unrepresented

J994	BD OF SUPVR ASST-SPECIALIST
ADT2	CAPITAL FACILITIES ANALYST-PRJ
NEG1	CAPITAL PROJECTS DIV MGR-EX
VPD4	CCHP MEDICAL DIRECTOR-EXEMPT
VCB2	CCRM C CHIEF EXEC OFC - EXEMPT
5ABD	CHF, ANEX AND ECON STM PROG
SAGC	CHIEF ACCOUNTANT
JJDA	CHIEF ASSISTANT CLERK-BOS
2ED2	CHIEF ASST COUNTY COUNSEL
SMBA	CHIEF ASST DIRECTOR/DCSS
2KD2	CHIEF ASST DISTRICT ATTORNEY-E
25D1	CHIEF ASST PUBLIC DEFENDER
SFDB	CHIEF AUDITOR
7ADC	CHIEF DEP PROBATION OFFICER
AXD1	CHIEF DEP PUBLIC ADMIN-EXEMPT
6XB3	CHIEF DEP SHERIFF-EXEMPT
S5B2	CHIEF DEP TREASURE/TAX COLL-EX
NAB1	CHIEF DEPUTY PW DIRECTOR-EX
VCB3	CHIEF EXECUTIVE OFFICER-CCHP-E
6EH1	CHIEF INVESTIGATOR PD-EXEMPT
S5BC	CHIEF INVESTMENT OFFICER
VPS4	CHIEF MEDICAL OFFICER - EXEMPT
AGD3	CHIEF OF LABOR RELATIONS - EX
VWD1	CHIEF OPERATIONS OFFICER-EXEMP
6XF1	CHIEF POLICE-CONTRACT AGENCY-EX
ADS2	CHIEF PUBLIC COMMUN OFFICER-EX
VAB2	CHIEF QUALITY OFFICER-EXEMPT
25DB	CHIEF TRIAL DEPUTY PUBLIC DEF
9JS2	CHILD NUTRT DIV NUTRI-PROJECT
9JS3	CHILD NUTRT FOOD OPER SUPV-PRJ
9CDA	CHILD SPRT SVCS MANAGER
XAD5	CHILDREN AND FAMILY SVCS DIR-E
9MH1	CHILDREN SVCS MGR-PROJECT
2ETG	CIVIL LITIG ATTY-ADVANCED
2ETE	CIVIL LITIG ATTY-BASIC LVL
2ETF	CIVIL LITIG ATTY-STANDARD
6XD1	COMMANDER-EXEMPT
CCD1	COMMUNITY SVCS DIRECTOR-EXEMPT
CCHA	COMMUNITY SVCS PERSONNEL ADMIN
9J71	COMMUNITY SVCS PERSONNEL TECH
9MS7	COMPREHENSIVE SVCS ASST MGR-PR
9MS3	COMPREHENSIVE SVCS MAN -PRJ
ADB6	COUNTY FINANCE DIRECTOR-EX
NAF1	COUNTY SURVEYOR-EXEMPT

Exhibit A
Management, Exempt and Unrepresented

CJH3	CS MENTAL HLTH CLIN SUPV-PROJ
APDD	DA CHIEF OF ADMINISTRATIVE SVC
6KD1	DA CHIEF OF INSPECTORS-EXEMPT
6KNB	DA LIEUTENANT OF INSPECTORS
JJGE	DA MANAGER OF LAW OFFICES
JJHG	DA OFFICE MANAGER
J3T7	DA PROGRAM ASSISTANT-EXEMPT
4AD1	DEP DIR OF CONSERV & DEV-EX
APSA	DEPARTMENTAL FISCAL OFFICER
ADSH	DEPTL COMM & MEDIA REL COORD
LTD2	DEPUTY CIO-GIS-EXEMPT
JJHD	DEPUTY CLERK-BOARD OF SUPV
ADDG	DEPUTY CO ADMINISTRATOR
2ETK	DEPUTY CO COUNSEL-ADVANCED
2ETH	DEPUTY CO COUNSEL-BASIC
2ETJ	DEPUTY CO COUNSEL-STANDARD
3AFE	DEPUTY CO LIBRARIAN-PUB SVCS
3AFG	DEPUTY CO LIBRARIAN-SUPT SVCS
LWS1	DEPUTY DIR CHF INFO SEC OFC-EX
5AB2	DEPUTY DIR COM DEV/CURR-EX
5AH2	DEPUTY DIR COM DEV/TRANS-EX
LTD1	DEPUTY DIR/INFO TECHNOLOGY-EXE
BJD1	DEPUTY DIRECTOR ANIMAL SVC-EX
2KWF	DEPUTY DISTRICT ATTORNEY-FT-FL
VCD2	DEPUTY EXECUTIVE DIR/CCHP-EX
NAD8	DEPUTY GENERAL SVCS DIRECTOR/E
NAD0	DEPUTY PUBLIC WORKS DIRECTOR-E
97B1	DEPUTY RETIREMENT CEO -EX
6XW3	DEPUTY SHERIFF RESERVE-EXEMPT
6XWC	DEPUTY SHERIFF-PER DIEM
6XW1	DEPUTY SPEC IN CO SVC AREA P-1
VRG1	DIR MKTG/MEM SVCS & PR-CCHP-EX
VQD4	DIR OF MENTAL HEALTH SVCS-EX
VAD1	DIR OF PATIENT FIN SVCS-EXEMPT
ADD5	DIR OFFICE CHILD SVCS - EX
9BD1	DIRECTOR OF AIRPORTS
VLD1	DIRECTOR OF ENV HEALTH SVCS-EX
VLD2	DIRECTOR OF HAZ MAT PROGRAM-EX
5AB1	DIRECTOR OF REDEVEL-EXEMPT
SMD1	DIRECTOR OF REVENUE COLLECTION
ADSB	DIRECTOR OFFICE OF COMM/MEDIA
XASJ	EHS CHIEF FINANCIAL OFFICER
XAD6	EHS DIRECTOR OF ADMIN-EXEMPT
AV71	EHS WORKER TRAINEE-PROJECT

Exhibit A
Management, Exempt and Unrepresented

X761	EHS WORKFORCE DEV YOUTH TRN-PJ
X762	EHS WORKFORCE DEV YOUTH WKR-PJ
XAGB	EHSD PERSONNEL OFFICER
VBSC	EMERGENCY MEDICAL SVS DIRECTOR
9GS1	EMERGENCY PLANNING SPEC-EXEMPT
AGD2	EMPLOYEE BENEFITS MANAGER
AGSC	EMPLOYEE BENEFITS SPECIALIST
AJHA	EMPLOYEE BENEFITS SUPERVISOR
J3V2	EXEC ASST I TO CO ADMINIS-EX
J3H2	EXEC ASST II TO CO ADMINIS-EX
J3T6	EXEC SECRETARY/ MERIT BOARD
J3T5	EXEC SECRETARY-EXEMPT
J3TJ	EXECUTIVE SECRETARY-DCSS
VPS1	EXEMPT MED STF OPTOMETRIST
VPS2	EXEMPT MED STF PODIATRIST
APDE	FIRE DISTRICT CHIEF/ADMIN SVCS
PMF1	FLEET MANAGER-EXEMPT
6CW1	FORENSIC ANALYST-PROJECT
VASH	HEALTH EQUITY PROGRAM MANAGER
VRGC	HEALTH PLAN DIR COMP & GOV REL
VCS3	HEALTH PLAN SERVICES ASST-EX
LBB3	HEALTH SVCS IT DIRECTOR-EX
VCN2	HEALTH SVCS PERSNL OFFICER-EX
VQHA	HLTH/HUMAN SVC RES & EVAL MGR
AGSE	HR DATA ADMINISTRATOR
AGVF	HUMAN RESOURCES CONSULTANT
AGDF	HUMAN RESOURCES PROJECT MNGR
AG7B	HUMAN RESOURCES TECHNICIAN
VTWB	INTERIM PERMIT NURSE
AGVD	LABOR RELATIONS ANALYST II
AG7C	LABOR RELATIONS ASSISTANT
AGSF	LABOR RELATIONS SPECIALIST I
AGSG	LABOR RELATIONS SPECIALIST II
5ASF	LAND INFORMATION BUS OPS MNGR
2YWB	LAW CLERK I
2YVA	LAW CLERK II
2YTA	LAW CLERK III
64WB	LAW ENFORCE TRNG INSTR-PER DM
AJTA	LEAD EXAMINATION PROCTOR
3KW4	LIBRARY AIDE-EXEMPT
3KW2	LIBRARY STUDENT ASSISTANT-EX
6KWG	LIEUTENANT OF INSP-WELF FRAUD
ADVB	MANAGEMENT ANALYST
ADD4	MANAGER CAP FAC/DEBT MGMT-EX

Exhibit A
Management, Exempt and Unrepresented

VCA2	MEDICAL DIRECTOR
VPD1	MH MEDICAL DIRECTOR-EX
V07A	MICROBIOLOGIST TRAINEE
VWHD	NURSING SHIFT COORD - PER DIEM
SAHM	PAYROLL SYSTEMS ADMINISTRATOR
ARVA	PERSONNEL SERVICES ASST II
ARTA	PERSONNEL SERVICES ASST III
AGDE	PERSONNEL SERVICES SUPERVISOR
AP7B	PERSONNEL TECHNICIAN
ADS5	PRIN MANAGEMENT ANALYST - PROJ
AGH1	PRINCIPAL L/R NEGOTIATOR - EX
ADHB	PRINCIPAL MANAGEMENT ANALYST
7BFA	PROBATION DIRECTOR
7AGB	PROBATION MANAGER
STD1	PROCUREMENT SVCS MANAGER-EX
ADS1	PUBLIC INFORMATION OFFICER
APDF	PUBLIC WORKS CHIEF OF ADM SVCS
DYD1	REAL ESTATE MANAGER-EXEMPT
9T95	RECREATION INSTRUCTOR-LVL 422
5AH4	REDEVELOPMENT PROJ MANAGER-PRJ
VPD5	RESIDENCY DIRECTOR-EXEMPT
97DA	RETIREMENT ACCOUNTING MANAGER
97HD	RETIREMENT ADMIN/HR COORD
97HA	RETIREMENT ADMINISTRATION MNGR
97GA	RETIREMENT BENEFITS MANAGER
97HB	RETIREMENT BENEFITS PRG COORD
97B2	RETIREMENT CHF INVEST OFCR-EX
97SA	RETIREMENT COMMUNICATIONS CORD
97B3	RETIREMENT GENERAL COUNSEL-EX
97SC	RETIREMENT INFO TECH COORD II
97TF	RETIREMENT INVESTMENT ANALYST
AJD1	RISK MANAGER
AJH1	RISK MGMT TRAINING COORD-PRJ
AVS4	SBDC BUSINESS CONSULTANT-PRJ
AVD3	SBDC DIRECTOR-PROJECT
CCG1	SCHOOL READINESS PROG COOR-PRJ
J3S2	SECRETARY TO UNDERSHERIFF
NSGA	SENIOR LAND SURVEYOR
ADTD	SENIOR MANAGEMENT ANALYST
APDC	SHERIFF'S CHF OF MGNT SVCS
J3T0	SHERIFF'S EXECUTIVE ASST-EX
ADB5	SPECIAL ASST TO THE CO ADMN-EX
ADDH	SR DEPUTY COUNTY ADMNISTRATOR
2KD1	SR DEPUTY DISTRICT ATTORNEY-EX

Exhibit A
Management, Exempt and Unrepresented

2ED3	SR FINANCIAL COUNSELOR-EXEMPT
AGTF	SR HUMAN RESOURCES CONSULTANT
NK7A	STUDENT AIDE-CIVIL ENGINEER
999E	STUDENT WORKER-DEEP CLASS
29HA	SUPERVISING ATTORNEY-DCSS
S5S3	TREASURER'S INVEST OFFICER-EX
6XB4	UNDERSHERIFF-EXEMPT
9KN3	WEATHERIZATION/HM REPAIR SUPV
XAD4	WORKFORCE INV BD EXC DIR-EX
XAD3	WORKFORCE SVCS DIRECTOR-EXEMPT

Exhibit B
Unrepresented

Job Code	Job Title
9JS2	CHILD NUTRT DIV NUTRI-PROJECT
2KWF	DEPUTY DISTRICT ATTORNEY-FT-FL
6XW3	DEPUTY SHERIFF RESERVE-EXEMPT
6XWC	DEPUTY SHERIFF-PER DIEM
6XW1	DEPUTY SPEC IN CO SVC AREA P-1
AV71	EHS WORKER TRAINEE-PROJECT
X761	EHS WORKFORCE DEV YOUTH TRN-PJ
X762	EHS WORKFORCE DEV YOUTH WKR-PJ
VPS1	EXEMPT MED STF OPTOMETRIST
VPS2	EXEMPT MED STF PODIATRIST
6CW1	FORENSIC ANALYST-PROJECT
VTWB	INTERIM PERMIT NURSE
2YWB	LAW CLERK I
2YVA	LAW CLERK II
2YTA	LAW CLERK III
64WB	LAW ENFORCE TRNG INSTR-PER DM
AJTA	LEAD EXAMINATION PROCTOR
3KW4	LIBRARY AIDE-EXEMPT
3KW2	LIBRARY STUDENT ASSISTANT-EX
V07A	MICROBIOLOGIST TRAINEE
VWHD	NURSING SHIFT COORD - PER DIEM
9T95	RECREATION INSTRUCTOR-LVL 422
NK7A	STUDENT AIDE-CIVIL ENGINEER
999E	STUDENT WORKER-DEEP CLASS

Exhibit C
Elected and Appointed Department Heads

Job Code	Job Title
BAA1	AGRICULTURAL COM-DIR WTS/MEAS
DAA1	ASSESSOR
AGA2	ASST COUNTY ADM-DIR HUMAN RESC
SAA1	AUDITOR-CONTROLLER
ADA1	BD OF SUPVR MEMBER
ADB1	CHIEF ASST COUNTY ADMIN
LTA1	CHIEF INFO OFF/DIR OF INFO TEC
ALA1	CLERK RECORDER
ADA2	COUNTY ADMINISTRATOR
2EA1	COUNTY COUNSEL
3AAA	COUNTY LIBRARIAN
7AA1	COUNTY PROBATION OFFICER-EX
96A1	COUNTY VETERANS' SVCS OFFICER
XAA2	COUNTY WELFARE DIRECTOR-EXEMPT
2KA1	DA PUBLIC ADMININSTATOR
4AA1	DIR OF CONSERVATION & DEVL P-EX
BJA1	DIRECTOR OF ANIMAL SERVICES
SMA1	DIRECTOR OF CHILD SUPPORT SVCS
NAA2	DIRECTOR OF GENERAL SERVICES-E
VCA1	DIRECTOR OF HEALTH SERVICES
25A1	PUBLIC DEFENDER
NAA1	PW DIRECTOR
97A1	RETIREMENT CHIEF EXEC OFCR-EX
6XA1	SHERIFF-CORONER
S5A1	TREASURER-TAX COLLECTOR

Exhibit D
Chief Assistant Classes

Department Head	Chief Assistant Department Head
Agriculture Commissioner/Director of Weights and Measures (BAA1)	Chief Deputy Agriculture Commissioner/Sealer of Weights and Measures (BAB1)
Director of Animal Services (BJA1)	Deputy Director of Animal Services (BJDF)
Assessor (DAA1)	Assistant County Assessor (DAB1)
Auditor-Controller (SAA1)	Assistant County Auditor-Controller (SAB1)
Board of Supervisors Member (ADA1)	No Assistant
Chief Information Officer/Director of Information Technology (LTA1)	Deputy Chief Information Officer (LWS1)
Clerk-Recorder (ALA1)	Assistant County Registrar (ALB1) Assistant County Recorder (ALB3)
Director of Child Support Services (SMA1)	Chief Assistant Director of Child Support Services (SMBA)
Director of Conservation and Development (4AA1)	Deputy Director of Community Development/Current Planning (8852) Deputy Director of Community Development/Transportation Planning (5AH2) Director of Redevelopment (5AB1) Deputy Director of Conservation and Development (4AD1)
County Administrator (ADA2)	Chief Assistant County Administrator (ADB1)
Fire Chief - Contra Costa County (RPA1)	Assistant Fire Chief (RPB1)
Director of General Services (NAA2)	Deputy General Services Director (NAD8)
Assistant County Administrator - Director of Human Resources (AGA2)	Assistant Director of Human Resources (AGB1)
County Librarian (3AAA)	Deputy County Librarian - Public Services (3AFE) Deputy County Librarian - Support Services (3AFG)
County Probation Officer (7AA1)	Chief Deputy Probation Officer (7ADC)
Public Defender (25A1)	Chief Assistant Public Defender (25D1)
Public Works Director (NAA1)	Deputy Public Works Director (NAD0)
Retirement Chief Executive Officer (97A1)	Retirement Chief Investment Officer (97B2)
Risk Manager (AJD1)	No Chief Assistant
Sheriff-Coroner (6XA1)	Undersheriff (6XB4)
Treasurer-Tax Collection (S5A1)	Chief Deputy Treasurer-Tax Collector (S5B2)
County Veterans' Services Officer (96A1)	No Chief Assistant

Exhibit E
CalPers Health Plan Classes

Job Code	Job Title
6XB1	ASST SHERIFF-CHF EXE ASST
6XB2	ASST SHERIFF-EXEMPT
6XB3	CHIEF DEP SHERIFF-EXEMPT
6XF1	CHIEF POLICE-CONTRACT AGENCY-EX
6XD1	COMMANDER-EXEMPT
6XA1	SHERIFF-CORONER
6XB4	UNDERSHERIFF-EXEMPT



Contra
Costa
County

To: Board of Supervisors
From: Ted Cwiek, Human Resources
Date: January 15, 2013

Subject: ADOPT Side Letter to amend MOU with CNA to provide Charge Nurse Relief Differential to Per Diem members

RECOMMENDATION(S):

ADOPT Resolution No. 2013/60 approving the Side Letter between Contra Costa County and the California Nurses Association (CNA) on behalf of its Per Diem members granting the Charge Nurse Relief Differential to the classifications of Staff Nurse – Per Diem and Staff Advice Nurse – Per Diem. To the extent that employees may have received payments of this differential in error, no recoupment is required.

FISCAL IMPACT:

This differential has been paid by the department. There is no change in fiscal impact.

BACKGROUND:

It has been determined that the Health Services Department has been paying a Charge Nurse Relief Differential to the classifications of Staff Nurse - Per Diem and Staff Advice Nurse - Per Diem. This differential is considered necessary by the Department to appropriately staff the Health Services facilities. The parties have met and conferred and reach the attached tentative agreement. The differential will be paid at the rate of twenty-five dollars (\$25.00) for eight (8) hours and prorated at twelve dollars and fifty cents (\$12.50) for four (4) hours. Adopting this resolution will provide authorization for the continuation of this differential.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Ted Cwiek, (925)
335-1766

By: , Deputy

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

Adopted this Resolution on 01/15/2013 by the following vote:

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



Resolution No. 2013/60

In The Matter Of: The Side Letter Agreement between Contra Costa County and California Nurses Association (CNA) on behalf of its Per Diem members in the Classifications of Staff Nurse – Per Diem (VWWA) and Staff Advice Nurse – Per Diem (VWXF) regarding Charge Nurse Relief differential.

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

The Side Letter of Agreement between Contra Costa County and California Nurses Association (CNA) on behalf of its Per Diem members in the Classifications of Staff Nurse – Per Diem (VWWA) and Staff Advice Nurse – Per Diem (VWXF) authorizing payment of the Charge Nurse Relief differential, ADOPTED. To the extent that employees may have received payments of this differential in error, no recoupment is required.

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

Contact: Ted Cwiek, (925) 335-1766

ATTESTED: January 15, 2013

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

By: , Deputy

cc: Ted Cwiek, Human Resources Director, Elizabeth Verigin, Assistant Auditor-Controller

**SIDE LETTER
BETWEEN CONTRA COSTA COUNTY AND
California Nurses Association (CNA)
On behalf of its Per Diem members
In the Classifications of Staff Nurse – Per Diem (VWWA)
and Staff Advice Nurse – Per Diem (VWXF)**

This Side Letter is by and between Contra Costa County ("County") and the California Nurses Association (CNA), on behalf of its Per Diem members in the classifications of Staff Nurse – Per Diem (VWWA) and Staff Advice Nurse – Per Diem (VWXF), and is effective on the day it is approved by the Board of Supervisors.

This is a Side Letter to the Interim Memorandum of Understanding (MOU) between Contra Costa County and California Nurses Association (CNA) for Represented Per Diem Classifications for the period of May 15, 2012 and ending January 31, 2013. This Side Letter amends the Interim MOU by adding the following provisions:

7. Charge Nurse Relief Differential.

A. Full Shift. A nurse in the classification of Staff Nurse – Per Diem or Staff Advice Nurse – Per Diem who, upon request, relieves a Charge Nurse and works as the relief Charge Nurse for a full shift of at least eight (8) hours, will be paid an additional twenty-five dollars (\$25.00) for that shift.

B. Partial Shift. A nurse in the classification of Staff Nurse – Per Diem or Staff Advice Nurse – Per Diem who, upon request, relieves a Charge Nurse and works as the relief Charge Nurse for less than a full shift, but for at least four (4) hours, will be paid an additional twelve dollars and fifty cents (\$12.50) for that partial shift.

C. Assignment. The Charge Nurse Relief assignment will be made among qualified staff on a volunteer, rotational basis.

All other terms and conditions of the Interim MOU between the parties remain unchanged by this Side Letter.

Date: 1/4/13

Contra Costa County:

(Signature / Printed Name)

Union Name:

(Signature / Printed Name)

Diana Doughtie Diana Doughtie

Jerry R. Fillingim Jerry R. Fillingim
Maria Fatima Doria Maria Fatima Doria
John D. Schmeckler John D. Schmeckler

Deborah Kal	'	Deborah Kal	/
Patricia	'	Patricia	/
Munoz-Zuniga		Munoz-Zuniga	
Dorette McCollum	'	Dorette McCollum	/
JASREET BENEAL	'	JASREET BENEAL	/



Contra
Costa
County

To: Board of Supervisors
From: Ted Cwiek, Human Resources
Date: January 15, 2013

Subject: ADOPT Side Letter to amend MOU with PEU Local 1 to provide Animal Services Sergeants the Search Warrant Differential

RECOMMENDATION(S):

ADOPT Resolution No. 2013/61 approving the Side Letter between Contra Costa County and the Public Employees Union, Local One granting the Search Warrant Differential to Animal Services Sergeants. To the extent that employees may have received payments of this differential in error, no recoupment is required.

FISCAL IMPACT:

This one-hundred dollar (\$100) differential per search warrant has been paid by the department. There is no change in fiscal impact.

BACKGROUND:

The contract under Section 58.1 subsection N allows for payment of Animal Services Officers who participate in search warrants to receive \$100 per incident. The Department has also provided the Search Warrant Pay of \$100 per incident to the Animal Services Sergeant. The parties have met and conferred and agreed to allow this pay for Animal Services Sergeant to continue.

The Department requires the search warrant services to continue in a timely manner.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Ted Cwiek, (925)
335-1766

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If this Side Letter is not approved, the County will not receive the additional services of the Animal Services Sergeants to participate in Search Warrants.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

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

Adopted this Resolution on 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2013/61

In the Matter of: The Side Letter Agreement between Contra Costa County and Public Employees Union, Local One regarding Animal Services Sergeants Participating in Search Warrants.

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

The Side Letter of Agreement between Contra Costa County and Public Employees Union, Local One regarding Animal Services Sergeants Participating in Search Warrants, be ADOPTED. To the extent that employees may have received payments of this differential in error, no recoupment is required.

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

Contact: Ted Cwiek, (925) 335-1766

ATTESTED: January 15, 2013

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

By: , Deputy

cc: Ted Cwiek, Human Resources Director, Elizabeth Verigin, Assistant Auditor-Controller

SIDE LETTER

(Search Warrant Differential for Animal Services Sergeants)

This side letter is by and between Public Employees Union, Local One ("Local One") and the County of Contra Costa ("County") and is effective on the day it is approved by the Board of Supervisors.

This side letter amends the Memorandum of Understanding between Contra Costa County and Public Employees Union, Local One (July 1, 2011 – June 30, 2013) to supersede and replace Subsection N. of Section 58.1 with the following provision:


"N. Animal Services Officers and Animal Services Sergeants Participating in Search Warrants. The Department will compensate individual Animal Services Officers and Animal Services Sergeants in the amount of one hundred dollars (\$100.00) per incident for time spent in assisting police agencies in the serving of search warrants. Only employees involved in actual entry team activities shall be so compensated. The Department continues to retain the sole right to select and assign Animal Services Officers and Animal Services Sergeants to such search warrant duty.

No provision of this section or its application shall be subject to the grievance procedure."

The terms of this Side Letter will be incorporated into the next MOU between the County and Local One. All other terms and conditions of the Memorandum of Understanding between Contra Costa County and Public Employees Union, Local One (July 1, 2011 – June 30, 2013) remain unchanged by this Side Letter.

Date: January 7, 2013th

FOR LOCAL ONE:

 Roland McKee

FOR COUNTY:

Sara Holman Sara Holman

To: Board of Supervisors
 From: Catherine Kutsuris, Conservation & Development
 Date: January 15, 2013



Contra
 Costa
 County

Subject: Sale of Successor Housing Agency-Owned Property at 96 Enes Avenue, Bay Point

RECOMMENDATION(S):

OPEN the public hearing, ACCEPT testimony, and CLOSE the public hearing by the Contra Costa County Board of Supervisors, serving in the capacity of Housing Successor to the former Contra Costa County Redevelopment Agency (Agency), pursuant to Health and Safety Code Section 34176, to consider ADOPTING Resolution No. 2013/38 authorizing the sale of Agency owned property at 96 Enes Avenue, Bay Point (Assessor's Parcel Number 097-037-007) to Cody Marshall Burton, in the amount of One Hundred Thousand Dollars (\$100,000) (Fidelity Title Company Escrow Number # 263598).

FISCAL IMPACT:

No General Fund revenues are involved with the sale of 96 Enes Avenue, Bay Point. Redevelopment

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Maureen Toms 674-7878

By: , Deputy

cc:

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

Adopted this Resolution on 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2013/38

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, ACTING AS THE HOUSING SUCCESSOR TO THE FORMER CONTRA COSTA COUNTY REDEVELOPMENT AGENCY, AUTHORIZING THE SALE OF REAL PROPERTY LOCATED AT 96 ENES AVENUE, BAY POINT, TO CODY MARSHALL BURTON

WHEREAS, Contra Costa County Board of Supervisors (Board), serving in the capacity of Housing Successor to the former Contra Costa County Redevelopment Agency (Dissolved RDA), is conveying real property located at 96 Enes Avenue, Bay Point, APN 097-037-007, to Cody Marshall Burton, for the purchase price of One Hundred Thousand Dollars (\$100,000); and

WHEREAS, notice of the sale was published in the Contra Costa Times on December 31, 2012 and January 7, 2013; and

WHEREAS, the Board held a noticed public hearing pursuant to Health and Safety Code Section 34176, on January 15, 2013 at 10:00 a.m. in the Board of Supervisors Chambers, O'Brien Administration Building, 651 Pine Street, Martinez, California, regarding the conveyance of the above-referenced real property.

NOW, THEREFORE BE IT RESOLVED, that the Board authorizes the Chair of the Board, on behalf of the Board acting in its capacity as the Housing Successor to the Dissolved RDA, to execute a Real Property Sales Agreement for the conveyance of real property located at 96 Enes Avenue, Bay Point, APN 097-037-007 to Cody Marshall Burton for the purchase price of \$100,000; and

BE IT FURTHER RESOLVED, that the Board determines that the project is a Class 12 Categorical Exemption under the California Environmental Quality Act; and

BE IT FURTHER RESOLVED, that the Board authorizes and directs the Director of the Conservation and Development Department (Director), or the Director's designee, to deliver the Grant Deed to Fidelity Title Company for recording, and to file a Notice of Exemption and pay the Fifty Dollar (\$50) filing fee to the County Clerk of Contra Costa County.

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

ATTESTED: January 15, 2013

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

Contact: Maureen Toms 674-7878

By: , Deputy

cc:

Parcel Number: 097-037-007
Project Name: RDA Sale 96 Enes Ave.
Project Number: 4500-6X3101

Optionee: Cody Marshall Burton
Address: 96 Enes Ave., Bay Point, CA

**OPTION AGREEMENT BETWEEN
CONTRA COSTA COUNTY
AND THE OPTIONEE NAMED HEREIN**
(Not to be Recorded)

1. Recitals.

- a. CONTRA COSTA COUNTY, in its capacity as Housing Successor ("County"), is the owner of certain real property described in Exhibit "A" attached hereto and made a part hereof, and further identified as A.P.N. 097-037-007 hereinafter referred to as the "Property."
- b. County proposes to sell the Property subject to a Deed of Trust (Exhibit "1-A"), Resale Restriction Agreement and Option to Purchase (Exhibit "1-B"), Buyer's Disclosure Statement (Exhibit "1-C"), Notice of Affordability Restrictions (Exhibit "1-D") and Promissory Note (Exhibit "1-E"), attached hereto and made a part of this Option Agreement, all of which shall be signed in escrow.
- c. Cody Marshall Burton, a married man, as his sole and separate property ("Optionee") desires to acquire the exclusive right to purchase the Property at an agreed price and under the specific terms and conditions below.

2. Effective Date.

The effective date of this Option shall be the date that this Option is approved by the Contra Costa County Board of Supervisors ("Effective Date").

3. Grant of Option.

County grants to Optionee the exclusive option to purchase the Property on the terms and conditions in this Option Agreement.

4. Term of Option.

The term of this Option shall commence on the Effective Date and shall expire or terminate on the earliest of the following dates:

- a. **Option Term.** March 29, 2013, or close of escrow, whichever occurs first following the Effective Date, unless during said 30 day period following the Effective Date, County agrees in writing to extend the Option Period.
- b. **Extension of Option Period.** County, in its sole discretion, shall have the right, but not the obligation, to extend the term of the Option Term, under such terms and conditions as County believes is reasonable, if County, in its sole discretion, believes such extension is warranted. No such extension shall be effective unless and until it is in writing signed by both parties.
- c. **Breach.** Immediately upon a breach or default by Optionee under this Option Agreement.
- d. **Purchase.** The date that the Optionee acquires the entirety of the Property.

5. **Consideration for Option**

- a. **Payment.** As consideration for the Option granted under this Agreement, Optionee agrees to pay County the sum of One Thousand Five Hundred Dollars (\$1,500) upon the terms and conditions outlined herein, said amount to be credited to the Purchase Price of the Property ("Option Consideration"). The Option Consideration shall be paid on January 15, 2013, The Option Consideration shall be paid at the Public Works Department, Real Estate Division, 255 Glacier Dr., Martinez, CA 94553, payable to Contra Costa County.
- b. **Retention of Option Consideration.** Except as provided in Section 10 below, all Option Consideration paid to or on behalf of County shall belong to County and be retained by County, whether or not Optionee ultimately exercises its right to purchase the Property. County shall have no obligation to account for the Option Consideration to Optionee.

6. **Terms and Purchase Price.**

- a. **Escrow.** By this Agreement, County and Optionee have established an escrow ("Escrow") with Fidelity National Title Company, 1340 Treat Blvd., Suite 130, Walnut Creek, California, their Escrow No. 263598 ("Title Company"). If, for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, the County's Real Property Agent assigned to oversee this Property acquisition will select an alternate title company to handle the transaction, and notify Optionee in writing of the identity and address of the successor title company and the new escrow number. Thereafter, the successor company will be the "Title Company" for purposes of this Agreement. Optionee hereby authorizes County to prepare escrow instructions and file escrow instructions with said Title Company, on behalf of optionee, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the Property conveyed.
- b. **Additional Financing Terms.** County to credit Optionee 2% in Buyers Closing Costs.
- c. **Other Costs.** 3) County shall pay the cost, not to exceed \$450, of a one-year Comprehensive home warranty plan, issued by Fidelity National Title.
- d. **Purchase Price.** The purchase price ("Purchase Price") for the Property during the Option Term is the sum of One Hundred Thousand Dollars (\$100,000). All Option Consideration paid by Optionee shall be credited to the Purchase Price of the Property.
- e. **Title; Grant Deed.** The right, title and interest in the Property to be conveyed by County pursuant to this Agreement shall not exceed that vested in the County. If the Optionee exercises its option, the Property shall be conveyed to Optionee subject to all title exceptions, restrictions, easements, liens and reservations, whether or not of record. The sale under this Option is subject to the approval of the Contra Costa County Board of Supervisors. The Optionee may not take possession of the Property until a deed from Contra Costa County has been recorded. If the Optionee exercises its Option, upon approval by the Board of Supervisors, the County shall convey title to the Property to the Optionee by Grant Deed. It is understood that

Optionee acquires no right, title, interest or equity in or to said property until a Grant Deed to Optionee is recorded.

7. **Exercise.**

From and after the Effective Date, this Option may be exercised by Optionee's delivering to County before the expiration of the Option Term, written notice of the exercise ("Exercise Notice") and payment of the Purchase Price to the County.

8. **Condition of the Property.**

Neither County, nor its agents or employees have made any warranty, guarantee or representation concerning any matter or thing affecting or relating to the Property nor does it assume any responsibility for the conformance to codes or permit regulations of the city or County within which the Property is located.

If Optionee exercises this Option, Optionee will accept the Property in an "as is" condition. County has not made and does not make any representation as to the physical condition of the Property.

9. **Informalities; Cancellation of Sale.**

County reserves the right to waive any informality or irregularity on any offer or cancel the sale at any time prior to recording of a deed. In the event of cancellation of sale by County, through no fault, action or inaction of Optionee, all monies deposited shall be refunded without payment of interest.

10. **Notices.**

All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing.

a. Notice shall be sufficiently given for all purposes as follows:

- (1) When delivered by first class mail, postage prepaid, notice shall be deemed delivered three (3) business days after deposit in the United States Mail.
- (2) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- (3) When delivered by overnight delivery by a nationally recognized overnight courier, notice shall be deemed delivered one (1) business day after deposit with that courier.
- (4) When personally delivered to the recipient, notice shall be deemed delivered on the date personally delivered.

b. The place for delivery of all notices given under this Agreement shall be as follows:

County: Real Estate Division
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2220
Fax: 925-646-0288

Optionee: Cody Marshall Burton

96 Enes Avenue
Bay Point, CA 94565
_____ (Telephone)

or to such other addresses as Optionee and County may respectively designate by written notice to the other.

11. Construction.

The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

12. Further Assurances.

Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.

13. Governing Law.

This Agreement shall be governed and construed in accordance with California Law. The venue for any legal action pertaining to this Agreement shall be Contra Costa County, California.

14. Severability.

Should any term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of California, or otherwise to be unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions of this Agreement shall be deemed severable and shall not be affected thereby, provided that such remaining parts, terms, portions or provisions can be construed in substance to constitute the Agreement that the parties intended to enter into in the first instance.

15. Indemnification.

As partial consideration for this Agreement, Optionee shall defend, indemnify, protect, save and hold harmless County, its officers, agents, and employees, from any and all claims, costs and liability for any damages, sickness, death or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever, including the sole or joint negligence of County, its agents, officers or employees, arising directly or indirectly from or connected with the repairs or any present or future condition of the Property or use of the Property which is the subject of this Agreement, or any representations, misrepresentations or non-representations regarding its condition or use, and will make good to and reimburse County for any expenditures, including reasonable attorneys' fees that County may make by reason of such matters and, if requested by County, will defend any such suits at the Optionee's sole expense.

16. **Survival.**

All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the close of escrow of the Property, shall be fully enforceable after the Closing Date in accordance with their terms and shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.

17. **Negation of Optionee or Partnership.**

No provision of this Agreement shall be construed as making either party an agent or partner of the other party.

18. **Time of Essence.**

Time is of the essence for the Option Agreement. If the Option is not exercised in the manner provided in Section 7 before the expiration of the applicable Option Term, Optionee shall have no interest in the Property and the Option may not be revived by any subsequent payment or further action by Optionee.

19. **Waivers.**

No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

20. **Amendment.**

This Agreement may not be amended or altered except by a written instrument executed by County and Optionee.

21. **Entire Agreement.**

This Agreement contains the entire agreement between the parties respecting the matters set forth, and expressly supersedes all previous or contemporaneous agreements, understandings, representations or statements between the parties respecting this matter.

CONTRA COSTA COUNTY

OPTIONEE:

Cody Marshall Burton, a married man
as his sole and separate property.

By _____
Chair, Board of Supervisors

By  _____

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

By _____
Deputy

APPROVED AS TO FORM:
SHARON L. ANDERSON, County Counsel

By _____
Deputy County Counsel

NO OTHER OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Exhibit A - Legal Description

G:\realprop\Olivia\96 Enes Ave. Bay Point\SA.01 Option Agreement-County - 96 Enes Ave..doc
Updated 4/10/2009 (County)

Recorded at the request of:
Contra Costa County Housing
Successor to the Contra Costa County
Redevelopment Agency

Return to:
Contra Costa County
Dept. of Conservation & Development
30 Muir Rd., Martinez, CA 94553
Attn: M. Toms

Assessor's Parcel No.: 097-037-007
Title Co. Order No.: 263598

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY, as Housing Successor to the Contra Costa County Redevelopment Agency pursuant to Health and Safety Code Section 34176,

Grants to **CODY MARSHALL BURTON**, a married man, as his sole and separate property, the following described real property in an unincorporated area of the County of Contra Costa, State of California,

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

CONTRA COSTA COUNTY, AS SUCCESSOR AGENCY TO THE
CONTRA COSTA COUNTY REDEVELOPMENT AGENCY

Dated _____

By _____
Chair, Board of Supervisors

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On _____ before me, _____ Clerk of the Board of Supervisors, Contra Costa County, 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: _____
Deputy Clerk

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 70, as said lot is so designated and delineated upon that certain map entitled "Enes-Ambrose Subdivision, Fourth Unit," said map filed with the County Recorder of the 17th day of December, 1930 in Volume 21 of Maps at Page 607, County of Contra Costa, State of California.

APN: 097-037-007

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Notice of Exemption

Contra Costa County Department of Conservation and Development
30 Muir Road, Martinez, CA 94553-0095

Telephone: (925) 674-7878

Contact Person: Maureen Toms

Project Name: Sale of Redevelopment Agency Owned Property at 96 Enes Avenue, Bay Point.

Project Description: The project involves the sale of 96 Enes Avenue, Bay Point, to an income qualified buyer. The subject property is a deed restricted affordable housing unit acquired by the Agency in 2007 pursuant to its Resale Requirements, Homebuyer Covenants, and Option to Purchase Agreement. The sale allows the unit to remain affordable for another First Time Homebuyer.

This project is exempt from **CEQA** as a:

☐ Ministerial Project (Sec. 15268)

☒ **Categorical Exemption, *Class 15312***

☐ Declared Emergency (Sec. 15269(a))

☐ Other Statutory Exemption, Section

☐ Emergency Project (Sec. 15269(b) or (c))

☐ General Rule of Applicability [Section 15061(b)(3)]

for the following reason(s): The project consists of the sale of government property; pursuant to section 15312 of the CEQA guidelines.

Date: _____

By: _____
Department of Conservation and Development Representative

AFFIDAVIT OF FILING AND POSTING

I declare that on _____ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

Signature

Title

Applicant:

Contra Costa County
Successor Housing Agency
30 Muir Road
Martinez, CA 94553
Attn: Maureen Toms

Department of Fish and Game Fees Due

☐ EIR - \$2,500

Total Due: \$ _____

☐ Neg. Dec. - \$1,800

Total Paid \$ _____

☐ DeMinimis Findings - \$0

☒ **County Clerk - \$50**

Receipt #:

☐ **Conservation and Development Dept. - \$25**

To: Board of Supervisors
 From: Community Corrections Partnership-Executive Committee
 Date: January 15, 2013



Contra
 Costa
 County

Subject: 2012/13 AB 109 CRIMINAL JUSTICE REALIGNMENT IMPLEMENTATION
 PLAN

RECOMMENDATION(S):

1. RECEIVE the 2012/13 AB109 Public Safety Realignment Operational Plan, as adopted by the

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: PHILIP KADER
 925-313-4188

By: , Deputy

cc:

Overarching Approach

Use collaboration, innovation, and ongoing evaluation
to foster safety and long-term liberty in Contra Costa County

Primary Approaches for Identifying Priorities

1. Is it consistent with the statutory scheme and legislative intent of AB 109 as defined by the statute and Penal Code Section 17.5? (attached)
-

Agreements of Principle

1. Enhance public safety through reducing recidivism.
 2. Foster successful reintegration of individuals back into the community.
 3. Coordinate efforts to reduce duplication and increase efficiency.
 4. Identify additional resources to meet AB 109 objectives and maximize coordination.
 5. Explore options to maximize use of local jail facilities to serve the needs of the AB 109 population.
 6. Maximize public and private partnerships in all phases of implementation.
 7. Maximize interdepartmental and intergovernmental collaborations and partnerships at all phases of implementation.
-

Agreements of Practice

1. Identify and define the AB 109 populations
 - a. Post Release Community Supervision (Cal. Dept. of Corrections and Rehabilitation (CDCR) custody to County Probation Supervision)
 - b. PC 1170(h) Sentenced to County jail with Mandatory Supervision upon release (Split Sentence)
 - c. PC 1170(h) Sentenced with no Supervision upon release
 - d. CDCR Parole Violators held in County jail
2. Identify the AB 109 population served by the AB 109-funded services and programs
3. Monitor AB 109 services and programs to ensure appropriate populations are served

4. Share assessment tools and methods and, as appropriate, develop coordinated use of tools, data systems and protocols across programs and agencies
5. Strive to ensure that the service delivery network has adequate capacity to supply services to meet the needs of the AB 109 populations
6. Attempt to use evidence based practices, such as cognitive behavioral therapy, to fortify long-term self-sufficiency whenever possible
7. Define recidivism and establish baselines to measure local progress and outcomes

Related Resources

1. SAMHSA grant
2. Second Chance grant
3. Facilities bond
4. In-custody portion of 52-week batterers' treatment program
5. Board of Community Corrections standards (forthcoming)
6. Court modifications to LJIS to capture some AB 109 sentencing data
7. Sheriff Department AB 109 activity reports
8. Probation Department case management system (in development)
9. Potential court and probation resources for 2013/2014?

Phase 1: Arrest and Pretrial

Objective 1.1. Increase public safety

Strategy a. Monitor the pretrial jail population, in-custody and in custody alternative programs, to track jail use, population baselines and outcomes

- i. Establish consistent definitions for inmate status throughout the arrest and pretrial process
- ii. Monitor the effects of pretrial services on the inmate population to evaluate the impacts on later phases

Objective 1.2. Following arrest, better identify persons who can safely be released and those who should be held in physical custody pretrial so as to reduce the pretrial jail population to maximize capacity for the sentenced AB 109 population

Strategy a. Fund a comprehensive pretrial services program that uses an evidence-based pretrial assessment tool

Activity i. Provide training to justice partners, including the bench and law enforcement, regarding the pretrial services program goals and objectives

Activity ii. Provide for early representation of arrestees at the first Court appearance

Phase 2: Adjudication and Sentencing

Objective 2.1. Provide timely, informed and appropriate adjudication of all cases

Strategy a. Expand the Early Disposition Calendar (EDC) for use county-wide

Strategy b. Provide for an individual needs assessment at the time of adjudication that includes a social history

Strategy c. Where appropriate, encourage Courts to incorporate the recommendations of the needs assessment into the sentence through mandated participation in pre and post-release programs and services

Strategy d. Encourage that alternatives to physical incarceration are available and considered

Strategy e. Support compliance with Marcy's law, including informing victims of offenders' releases from custody and resolution of cases

Objective 2.2. Restructure specialized Courts and calendars to increase efficiency and maximize benefits for the AB 109 population

Strategy a. Evaluate the existing specialized Courts to identify ways to maximize access for the AB 109 population(s), to include homeless Court and reentry Court

Objective 2.3. Utilize evidence-based practices in sentencing

Strategy a. Explore best practices for evidence-based sentencing and adjudication

Strategy b. Provide training to all justice partners, including the bench, regarding evidence-based sentencing

Phase 3: Incarceration

Objective 3.1. Maintain safe facilities for inmates, visitors, and staff

Strategy a. To the extent that an increase in jail population is attributed to Public Safety Realignment, identify additional needs to maintain safe facilities

Strategy b. Continue to maximize alternatives to physical incarceration including electronic home detention

Objective 3.2. House AB 109 inmates in the rated facility appropriate for their classification

Strategy a. Move state prisoners out of county custody with expediency

Activity i. Develop agreements/systems to provide routine transportation to state prison

Activity ii. Lobby state representatives to change Contra Costa County's state prison reception center to a closer location

Strategy b. Explore additional and alternative sources of funding to develop facilities and programs, such as SB1022 funds

Activity i. Identify other funding opportunities for collective/joint consideration

Strategy c. Explore the need to expand services and programs to all three county jail facilities

Objective 3.3. Ensure that programs and services are responsive to individual needs

Strategy a. Align people, facilities and programs to ensure accessibility

Strategy b. Enhance community-based and Office of Education services within the jail facilities to meet identified needs

Strategy c. Identify and support the use of community-based providers to deliver services to the incarcerated population

Strategy d. To the extent that an increase in jail population is attributed to Public Safety Realignment, address the increased burden on Detention Health Services

Strategy e. Foster continuity of services on transition from custody to community

Strategy f. Ensure the provision of behavioral and physical health care services to meet individual needs

Phase 4: Pre-Release

Objective 4.1. Establish and maintain an entry point to an integrated reentry system of care

Strategy a. Establish a formal pre-release assessment and planning process to ensure more successful reentry

Activity i. Prior to release from custody, assess individual barriers to successful reentry, such as educational, housing, employment, behavioral and physical health, and additional needs

Activity ii. Create a formal release and reentry plan that addresses the needs identified

Activity iii. Prior to release, assist the inmate in obtaining documents and/or identification needed to secure housing, employment, or public benefits

Activity iv. Where possible, connect inmates with needed services prior to release

Strategy b. Prior to release, establish a plan to connect the individual with transitional services that foster positive social networks and attitudes

Activity i. Help inmates identify and connect with positive social relationships

Activity ii. Expand access to cognitive behavioral treatment programs

Phase 5: Reentry and Reintegration

Objective 5.1. Maximize public safety, accountability, and service referrals

Strategy a. Ensure monitoring and compliance with terms and conditions of all mandated community supervision

Activity i. Employ evidence-based practices in community supervision when possible

Activity ii. Enhance cognitive interventions and strengthen coordination with county and community partners

Strategy b. Engage local law enforcement in planning and enforcement

Activity i. Partner with local law enforcement for information sharing, compliance checks, and service referrals

Objective 5.2. Assist in providing access to a full continuum of reentry and reintegration services

Strategy a. Identify available resources throughout the county

Strategy b. Support planning and implementation of an integrated system of services that may include co-located, site-based resources and services.

Objective 5.3. Provide and enhance integrated programs and services for successful reentry of the AB 109 population

Strategy a. Assist the AB 109 populations to gain access to health care services

Activity i. Facilitate access to physical health services and medication

Activity ii. Facilitate access to behavioral health services and medication

Activity iii. Facilitate access to substance abuse treatment

Strategy b. Expand access to employment support and placement services

Activity i. Provide information and education to employers about existing subsidies and incentives to encourage job placement and employment

Activity ii. Encourage and/or support training and/or subsidized or transitional employment opportunities that address criminal records-based barriers

Activity iii. Expand access to job-specific training and certification programs

Activity iv. Expand access to clean slate services and other legal services to address legal barriers to successful reentry

Strategy c. Facilitate access to appropriate short and long-term housing

Activity i. Work with housing authority to foster access to public subsidies and remove potential barriers

Activity ii. Develop low cost and/or subsidized housing options

Activity iii. Facilitate access to sober living and other transitional housing

Activity iv. Address legal barriers to accessing post-release housing

Strategy d. Provide advocacy and services to foster financial self-sufficiency

Activity i. Improve financial literacy and planning capabilities

Activity ii. Facilitate enrollment in or reinstatement of public benefits including state and federal programs

Strategy e. Facilitate access to and expand educational opportunities

Activity i. Support GED and high school curriculum

Activity ii. Support access to higher education and financial aid

Objective 5.4. Increase mentoring, encourage family and community engagement in reentry and reintegration

Strategy a. Identify appropriate mentoring programs

Activity i. Identify promising and evidence-based practices for mentoring programs that serve formerly incarcerated individuals

Activity ii. Identify and obtain financial support to develop, evaluate and sustain mentoring programs

Strategy b. Foster family readiness, health, safety, and receptivity during reentry and reintegration

Strategy c. Support peer-driven case management to facilitate transition and reintegration

Phase 6: Coordination and Administration of AB 109 Programs

Objective 6.1. Use and encourage professional training to advance system-wide knowledge

Strategy a. Develop comprehensive, coordinated training for service providers and county agencies regarding AB 109 objectives and goals

Activity i. Identify best practices in other jurisdictions regarding AB 109 populations

Activity ii. Support and provide trainings for reentry services provided as appropriate, to foster core competencies

Strategy b. Regularly convene county-wide stakeholders for information sharing and professional development

Strategy c. Encourage development and use of continuing professional education related to AB 109 service delivery

Objective 6.2. Maximize interagency coordination

Strategy a. Explore establishing an appropriate relationship of the CCP to the County Reentry Strategic Plan Reentry Task Force

Strategy b. Foster community collaboration and input, including through the Community Advisory Board

Strategy c. Establish additional standing committees to address:

- i. Programs and Services
- ii. Data and Evaluation

Strategy d. Improve coordination among different departments, agencies, and service providers

Activity i. Provide resources, such as a reentry coordinator, to support inter-organizational coordination

Objective 6.3. Institute use of data collection and analysis across system of care

Strategy a. Develop standardized metrics and assess impacts on departments and service providers

Strategy b. Capture data and information necessary to measure outcomes that can be readily available to all partners in the county and community

Strategy c. Maximize easy access to key data and information through new or existing data/case management systems including, but not limited to, the ability to track:

- i. Recidivism over time
- ii. Demographics of AB 109 and other sub-populations
- iii. Program participation, completion, and outcomes
- iv. Current collected data points

Strategy d. Facilitate access to and sharing of inter-agency data, as appropriate

Strategy e. Provide for analysis of collected data to measure effectiveness of strategies and interventions

Activity i. Maximize timely and regular analysis to identify areas of strength and/or concern such that early intervention and correction is possible

Activity ii. Provide resources, such as a countywide data analyst, to support data collection and analysis.

Objective 6.4. Develop and use evaluation practices to assess progress and needs

Strategy a. Develop robust, independent evaluation of AB 109 implementation

Activity i. Engage evaluation partners from local universities or other appropriate partners

AB 109 PUBLIC SAFETY REALIGNMENT
2012-13 CCP-Executive Committee Recommended Budget

	<u>ONGOING</u>	<u>ONE-TIME</u>	<u>TOTAL</u>
<u>FUNDING AVAILABLE</u>			
2011/12 Fund Balance	-	1,880,780	1,880,780
2012/13 State Funding Allocation	19,285,330	-	19,285,330
TOTAL AVAILABLE	19,285,330	1,880,780	21,166,110
<u>DEPARTMENT PROGRAMS</u>			
Sheriff			
Salaries & Benefits	5,073,510	-	5,073,510
Inmate Food/Clothing/Household Expenses	391,700	-	391,700
Monitoring Costs	54,750	-	54,750
IT Support	40,000	-	40,000
Vehicle Maintenance/Depreciation	44,000	-	44,000
Behavioral Health Court Operating Costs	80,492	-	80,492
West County Detention (<i>Unappropriated</i>)	-	2,750,000	2,750,000
Marsh Creek Detention Facility Renovation	-	281,724	281,724
Bus Purchase and Maintenance	79,032	650,000	729,032
Sheriff Total	5,763,484	3,681,724	9,445,208
Probation			
Salaries & Benefits	1,896,676	-	1,896,676
Operating Costs	195,429	-	195,429
Vehicles	-	217,071	217,071
Radios	-	19,142	19,142
Vests	-	2,594	2,594
DPO Outfitting	-	590	590
Desktop PCs	-	3,556	3,556
iPads	-	2,734	2,734
Cell phones	-	340	340
Probation Total	2,092,105	246,027	2,338,132
Behavioral Health			
Salaries & Benefits	605,152	-	605,152
Operating Costs	52,000	-	52,000
Contracts	1,377,275	-	1,377,275
Vehicle Purchase and Maintenance	9,018	80,000	89,018
Desktop PC/Printers	-	9,500	9,500
Behavioral Health Total	2,043,445	89,500	2,132,945
Public Defender			
Salaries & Benefits-Paralegal/Social Worker	209,000	-	209,000
Salaries & Benefits-Arrestment Program	569,000	-	569,000
Public Defender Total	778,000	-	778,000
District Attorney			
Salaries & Benefits-Victim Witness Program	81,489	-	81,489
Salaries & Benefits-Arrestment Program	671,546	-	671,546
Laptop PCs	-	7,200	7,200
District Attorney Total	753,035	7,200	760,235
County Administrator			
Salaries & Benefits	252,000	-	252,000
Data Collection/ Program Review	48,000	-	48,000
County Administrator Total	300,000	-	300,000
Pre-Trial Services Program (Dept. TBD)			
Potential Future Services (<i>Unappropriated</i>)	900,000	-	900,000
Pre-Trial Total	900,000	-	900,000
<u>COMMUNITY PROGRAMS</u>			
Employment Support and Placement Services	2,000,000	-	2,000,000
Planning and Implementation of (3) One-Stop Centers	1,320,000	-	1,320,000
Short and Long-Term Housing Access	500,000	-	500,000
Peer and Mentoring Services	200,000	-	200,000
Development of a "Re-entry Resource Guide"	15,000	-	15,000
Community Programs Total	4,035,000	-	4,035,000
TOTAL RECOMMENDED BUDGET	16,665,069	4,024,451	20,689,520

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

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

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

ACCOUNT CODING		DEPARTMENT : County Administrator 0003			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
1215	2310	Non County Prof; Splcdz Svcs		00	4,035,000 00
TOTALS			0	00	4,035,000 00

APPROVED:

AUDITOR-CONTROLLER:

BY: Mani Pulloda DATE 1/9/13

COUNTY ADMINISTRATOR:

BY: [Signature] DATE 1/9/13

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

To appropriate expenditures for AB 109 Community Corrections Partnership
 Community Based Programs per the FY 12-13 CCP Budget.
 Funds contracted services approved by the CCP-Executive Committee.

[Signature]
 SIGNATURE

Sr Deputy CAO.
 TITLE

1/8/2013
 DATE

APPROPRIATION APOO 5040

ADJ. JOURNAL NO.

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

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

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

ACCOUNT CODING		DEPARTMENT : County Administrator 0003			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
1215	9951	Reimbursement Gov/Gov	4,035,000	00	00
TOTALS			4,035,000	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: Marc Pullo DATE 1/9/13

COUNTY ADMINISTRATOR:

BY: Douglas J. Jansen DATE 1/9/13

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

To appropriate revenue for Community Corrections Partnership for FY 12-13 budget which provides funding for Community Based Programs.

Liz M. Smith
 SIGNATURE

Sr Deputy CAO
 TITLE

1/8/2013
 DATE

REVENUE ADJ.
 JOURNAL NO.

RA00 5046

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

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

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

ACCOUNT CODING		DEPARTMENT : 0466, 0242, 0308, 0243, 0300, 0003			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
Dept 0243		Public Defender			
2909	1011	Permanent Salaries			400,967 00
2909	1042	FICA			30,674 00
2909	1044	Retirement Expense			137,191 00
2909	1060	Employee Group Insurance			44,292 00
2909	1063	Unemployment Insurance			1,524 00
2909	1070	Workers Comp Insurance			2,564 00
Dept 0242		District Attorney			
2841	1011	Permanent Salaries	54,888 00		
2841	1042	FICA	4,199 00		
2841	1044	Retirement Expense	19,265 00		
2841	1060	Employee Group Insurance	10,324 00		
2841	1063	Unemployment Insurance	210 00		
2841	1070	Workers Comp Insurance	1,114 00		
2839	1011	Permanent Salaries			458,638 00
2839	1042	FICA			35,086 00
2839	1044	Retirement Expense			160,978 00
2839	1060	Employee Group Insurance			86,270 00
2839	1063	Unemployment Insurance			1,754 00
2839	1070	Workers Comp Insurance			9,309 00
2839	2132	Minor Computer Equipment			7,200 00
2839	2301	Auto Mileage Employee			1,000 00
Dept 0308		Probation			
3085	1011	Permanent Salaries			68,937 00
TOTALS				00	00

APPROVED

AUDITOR-CONTROLLER:

BY: Marie Rulkova DATE 1/9/13

COUNTY ADMINISTRATOR:

BY: [Signature] DATE 1/9/13

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST:

To appropriate expenditures approved by the Community Corrections Partnership and the Board of Supervisors for the CCP 12-13 Fiscal Year budget.

Amounts appropriated will bring each department to the approved funding level for 12-13 for AB109 Criminal Justice Realignment.

[Signature] SR DEPUTY CNO 1/8/13
 SIGNATURE TITLE DATE

APPROPRIATION APOD 5047

ADJ. JOURNAL NO.

**CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT /
ALLOCATION ADJUSTMENT**

T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

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

ACCOUNT CODING		DEPARTMENT : 0466, 0242, 0308, 0243, 0300, 0003			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
Dept 0308		Probation- Cont.			
3085	1014	Permanent Overtime			27,666 00
3085	1042	FICA/Medicare			1,001 00
3085	1044	Retirement Expense			97,865 00
3085	1060	Employee Group Ins			22,539 00
3085	1063	Unemployment Ins			264 00
3085	1070	Workers Comp Insurance			2,552 00
3085	2100	Office Expense			1,168 00
3085	2110	Communications	4,414 00		
3085	2131	Minor Furniture & Equipment			9,243 00
3085	2132	Minor Computer Equipment			6,688 00
3085	2150	Food			7,500 00
3085	2300	Transportation and Travel			1,000 00
3085	2303	Other Travel Employees	143 00		
3085	2310	Non Cty Prof/ Spclzd Svcs			120,837 00
3085	2316	Data Processing Supplies	2,246 00		
3085	2328	Administrative Service			2,647 00
3085	2479	Other Special Dpmtl Exp			1,000 00
3085	4953	Autos and Trucks			34,400 00
3085	5011	Reimbursement Gov/Gov			19,383 00
Dept 0003		County Administrator			
1215	1011	Permanent Salaries			163,252 00
1215	1042	FICA			12,490 00
1215	1044	Retirement Expense			59,201 00
1215	1060	Employee Group Insurance			14,879 00
				00	00

APPROVED

AUDITOR-CONTROLLER:

BY: Marie Pulido DATE 1/9/13

COUNTY ADMINISTRATOR:

BY: David Sanchez DATE 1/9/13

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE: _____

(M129 Rev 05/09)

EXPLANATION OF REQUEST:

To appropriate expenditures approved by the Community Corrections Partnership and the Board of Supervisors for the CCP 12-13 Fiscal Year budget.

Amounts appropriated will bring each department to the approved funding level for 12-13 for AB109 Criminal Justice Realignment.

Julie Hill
 Sr. Deputy CAO

SIGNATURE

TITLE

1/8/2013
 DATE

APPROPRIATION

APOD

5047

ADJ. JOURNAL NO.

**CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT /
ALLOCATION ADJUSTMENT**

T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

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

ACCOUNT CODING		DEPARTMENT : 0466, 0242, 0308, 0243, 0300, 0003			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
Dept 0003		County Administrator			
1215	1063	Unemployment Insurance			624 00
1215	1070	Workers Comp Insurance			1,554 00
1215	2479	Other Special Dpmtal Exp			48,000 00
Dept 0466		Behavioral Health (Alcohol & Other Drug Sys)			
5913	1011	Permanent Salaries			392,034 00
5913	1042	FICA			29,991 00
5913	1044	Retirement Expense			142,165 00
5913	1060	Employee Group Insurance			35,730 00
5913	1063	Unemployment Insurance			1,500 00
5913	1070	Workers Comp Insurance			3,732 00
5913	2132	Minor Computer Equipment			9,500 00
5913	2262	Bldg Occupancy Costs			44,000 00
5913	2300	Transportation and Travel			3,000 00
5913	2479	Other Special Dpmtal Exp			5,000 00
5913	2310	Non-Cnty Prof Specldz SVCS			1,329,775 00
5913	4953	Autos & Trucks			80,000 00
5913	5011	Reimbursement Gov/Gov			56,518 00
Dept 0300		Sheriff Detention			
2588	1011	Permanent Salaries			800,000 00
2588	1014	Permanent Overtime			250,000 00
2588	1042	FICA			250,000 00
2588	1043	Ret Exp Pre 1997 Retirees			10,000 00
TOTALS			0	00	.00

APPROVED

AUDITOR-CONTROLLER:

BY: Marie Pultrida DATE: 1/9/13

COUNTY ADMINISTRATOR:

BY: [Signature] DATE: 1/9/13

BOARD OF SUPERVISORS:

YES:

NO:

EXPLANATION OF REQUEST:

To appropriate expenditures approved by the Community Corrections Partnership and the Board of Supervisors for the CCP 12-13 Fiscal Year budget.

Amounts appropriated will bring each department to the approved funding level for 12-13 for AB109 Criminal Justice Realignment.

[Signature]
 SIGNATURE

Sr. Deputy CAO
 TITLE

1/8/2013
 DATE

APPROPRIATION APOO
 ADJ. JOURNAL NO:

5047

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT /
ALLOCATION ADJUSTMENT

T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

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

ACCOUNT CODING		DEPARTMENT : 0466, 0242, 0308, 0243, 0300, 0003			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
Dept 0300		Sheriff Detention			
2588	1044	Retirement Expense			800,000 00
2588	1060	Employee Group Insurance			250,000 00
2588	1063	Unemployment Insurance			250,000 00
2588	1070	Workers Comp Insurance			24,452 00
2588	2100	Office Expense			20,000 00
2588	2132	Minor Computer Equip			20,000 00
2588	2150	Food			130,000 00
2588	2160	Clothing & Personal Suppl			130,000 00
2588	2260	Rents & Leases-Property			50,000 00
2588	2262	Bldg Occupancy Costs			50,000 00
2588	2270	Maintenance Equipment			39,000 00
2588	2284	Requested Maintenance			183,000 00
2588	2303	Other Travel Employees			10,000 00
2588	2310	Non Cnty Prof Spclzd Svcs			94,750 00
2588	4951	Office Equip & Furniture			98,724 00
2588	4953	Autos & Trucks			650,000 00
2588	4955	Radio & Communicatn Equip			51,532 00
2588	5011	Reimbursement Gov/Gov			44,000 00
TOTALS			96,803	00	8,440,540 00

APPROVED

AUDITOR-CONTROLLER:

BY: Marie Rutledge DATE: 1/9/13

COUNTY ADMINISTRATOR:

BY: Dwight Sanner DATE: 1/9/13

BOARD OF SUPERVISORS:

YES:

NO:

EXPLANATION OF REQUEST:

To appropriate expenditures approved by the Community Corrections Partnership and the Board of Supervisors for the CCP 12-13 Fiscal Year budget.

Amounts appropriated will bring each department to the approved funding level for 12-13 for AB109 Criminal Justice Realignment.

[Signature]
Sr. Deputy CAO

SIGNATURE

TITLE

1/8/2013

DATE

APPROPRIATION: APOO

5047

ADJ. JOURNAL NO.

BY: _____ DATE: _____

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

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

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

ACCOUNT CODING		DEPARTMENT : 0466, 0242, 0308, 0243, 0300, 0003		
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE	<DECREASE>
5913	9951	Reimbursement Gov/Gov	2,132,945 00	
2839	9951	Reimbursement Gov/Gov	670,235 00	
3085	9951	Reimbursement Gov/Gov	417,887 00	
2909	9951	Reimbursement Gov/Gov	617,212 00	
2588	9951	Reimbursement Gov/Gov	4,205,458 00	
1215	9951	Reimbursement Gov/Gov	300,000 00	
TOTALS			8,343,737 00	0 00

APPROVED

EXPLANATION OF REQUEST:

AUDITOR-CONTROLLER:

BY: Mari Rullo da DATE: 1/9/13

COUNTY ADMINISTRATOR:

BY: [Signature] DATE: 1/9/13

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE: _____

Appropriate AB109 revenues to each of the individual departments as approved by the Community Corrections Executive Committee and the Board of Supervisors. Amounts appropriated will provide each department, Behavioral Health, District Attorney, Probation, Public Defender and Sheriff with approved level of AB109 Criminal Justice Realignment funding for the 12-13 fiscal year budget.

[Signature]
Sr Deputy CAO

SIGNATURE TITLE DATE

REVENUE ADJ. RAOO 5047

JOURNAL NO.

AB 109 PUBLIC SAFETY REALIGNMENT
Summary of 2012/13 Permanent Employee Staffing Adjustments

Department	P300	FTE	Classification
Sheriff	21221	5.0	Deputy Sheriff
		2.0	Detention Services Worker
		1.0	Clerk-Senior Level
		1.0	Lead Cook
		1.0	Administrative Services Assistant II
		10.0	
District Attorney	21222	2.0	Deputy District Attorney-Advanced
		2.0	Clerk-Experienced Level
		4.0	
Probation	21223	2.0	Deputy Probation Officer III
		2.0	
Behavioral Health	21224	2.0	Mental Health Clinical Specialist
		0.5	Registered Nurse
		2.5	
CAO-Admin	21225	1.0	Senior Deputy County Administrator
		1.0	
Public Defender	21226	2.0	Deputy Public Defender IV
		1.0	Paralegal
		3.0	
CAO-Law and Justice	21227	1.0	Business Systems Analyst
		1.0	
TOTAL FTE		23.5	

POSITION ADJUSTMENT REQUEST

NO. 21221
DATE 1/3/2013

Department Office of the Sheriff

Department No./

Budget Unit No. 0255 Org No. 2588 Agency No. 25

Action Requested: Add five (5) full-time, Deputy Sheriff (6XWA) positions, one (1) full-time, Clerk-Senior Level (JWXC) position, one (1) full-time, Administrative Services Assistant II (APVA) position, two (2) full-time, Detention Services Worker positions (64VD), one (1) full-time, Lead Cook (1KTA) position

Proposed Effective Date: 1/16/2013

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$1,248,310.00

Net County Cost \$0.00

Total this FY \$572,142.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT AB109 Public Safety Realignment

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Timothy Ewell

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

TME

1/3/2013

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 1/15/2013

SEE ATTACHMENT

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____ (Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

DATE

1/10/13

(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 21221 (Attachment)

Add five Deputy Sheriff-40 Hour (6XWA) (represented) positions at salary level VHX 1688 (\$5,298-\$6,600), one Clerk-Senior Level (JWXC) (represented) position at salary level 3RX 1033 (\$2,882-\$3,680), one Administrative Services Assistant II (APVA) (represented) position at salary level ZB5 1475 (\$4,476-\$5,440), two Detention Services Worker (64VD) (represented) positions at salary level QS5 0913 (\$2,565-\$3,118), and one Lead Cook (1KTA) (represented) position at salary level QS5 1228 (\$3,505-\$3,864)

POSITION ADJUSTMENT REQUEST

NO. 21222
DATE 1/3/2013

Department District Attorney

Department No./
Budget Unit No. 0242 Org No. 2839 Agency No. 42

Action Requested: Add (2) two Deputy District Attorney-Advanced (2KTG) positions and Add (2) two Clerk-Experienced Level (JWXB) positions in the District Attorney's Office - AB109 Programs - Arraignment Court Early Representation (ACER) program.

Proposed Effective Date: 1/16/2013

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 \$671,546.00

Net County Cost \$0.00

Total this FY \$307,792.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT AB109 Public Safety Realignment

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Timothy Ewell

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

TME

1/3/2013

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 1/15/2013

Add two Deputy District Attorney-Advanced (2KTG) (represented) positions at salary level MA2 2261 (\$10,452-\$11,537) and add two Clerk-Experienced Level (JWXB) (represented) positions at salary level 3RH 0750 (\$2,608-\$3,236)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____(Date)



(for) Director of Human Resources

1/9/13

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/10/13

☒ 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:

POSITION ADJUSTMENT REQUEST

NO. 21223
DATE 1/3/2013

Department Probation Department

Department No./

Budget Unit No. 0308 Org No. 3085 Agency No. 30

Action Requested: Add (2) two full-time Deputy Probation Officer III (7ATA) positions in the Probation Department - AB109 Programs.

Proposed Effective Date: 1/16/2013

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 \$270,475.00

Net County Cost \$0.00

Total this FY \$123,968.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT AB109 Public Safety Realignment

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Timothy Ewell

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

TME

1/3/2013

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS


DATE 1/15/2013

Add two Deputy Probation Officer III (7ATA) (represented) positions at salary level PP5 1574 (\$5,007-\$6,086)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____ (Date)



(for) Director of Human Resources

1/9/13

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

DATE

1/10/13



(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:

POSITION ADJUSTMENT REQUEST

NO. 21224
DATE 1/3/2013

Department Behavioral Health

Department No./

Budget Unit No. 0466 Org No. 5913 Agency No. 18

Action Requested: Add two (2) Mental Health Clinical Specialist positions (VQSB) and increase the hours of one part-time (20/40) Registered Nurse - position number 14595 - to full-time (40/40).

Proposed Effective Date: 1/16/2013

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$456,021.00

Net County Cost \$0.00

Total this FY \$209,010.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT AB109 Public Safety Realignment

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Timothy Ewell

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

TME

1/3/2013

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 1/15/2013

Add two Mental Health Clinical Specialist (VQSB) (represented) positions at salary level QT2 1384 (\$4,214-\$6,256) and increase the hours of one Registered Nurse-Experienced Level (VWXD) (represented) position #14595 from part-time 20/40 to full time at salary level L3H 0400 (\$7,091-\$7,903)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____ (Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

DATE

(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:

POSITION ADJUSTMENT REQUEST

NO. 21225
DATE 1/3/2013

Department County Administrator

Department No./

Budget Unit No. 0003 Org No. 1200 Agency No. 03

Action Requested: Add (1) one, full-time Senior Deputy County Administrator (ADDH) position in the County Administrator's Office.

Proposed Effective Date: 1/16/2013

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 \$141,465.00

Net County Cost \$0.00

Total this FY \$64,838.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT AB109 Public Safety Realignment

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Timothy Ewell

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

TME

1/3/2013

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

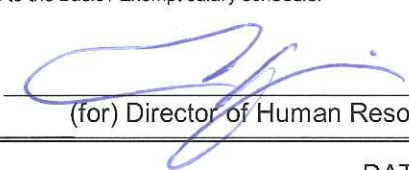
DATE 1/15/2013

Add one Senior Deputy County Administrator (ADDH) (unrepresented) position at salary level B85 1978 (\$7,365-\$8,953)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____(Date)



(for) Director of Human Resources

1/9/13


Date

COUNTY ADMINISTRATOR RECOMMENDATION:

- ☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

DATE

1/10/13



(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:

POSITION ADJUSTMENT REQUEST

NO. 21226
DATE 1/3/2013

Department Public Defender

Department No. /
Budget Unit No. 0243 Org No. 2909 Agency No. 43

Action Requested: Add (2) two, full-time Deputy Public Defender IV (25TA) positions and Add (1) one, full-time Paralegal (2Y7A) position in the Public Defender's Office - AB109 Programs - Arraignment Court Early Representation (ACER) program.

Proposed Effective Date: 1/16/2013

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 \$569,000.00

Net County Cost \$0.00

Total this FY \$260,792.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT AB109 Public Safety Realignment

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Timothy Ewell

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

TME

1/3/2013

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS


DATE _____

Add two Deputy Public Defender IV (25TA) (represented) positions at salary level JDX 2248 (\$9,499-\$11,546) and one Paralegal (2Y7A) (represented) position at salary level QV5 1169 (\$3,306-\$4,018)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____ (Date)



(for) Director of Human Resources

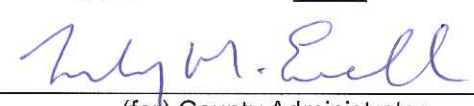
1/9/13

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

- ☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

1/10/13


(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:

POSITION ADJUSTMENT REQUEST

NO. 21227
DATE 1/3/2013

Department CAO-Law and Justice Systems

Department No./

Budget Unit No. 0235 Org No. 1095 Agency No. 03

Action Requested: Add (1) one, full-time Business Systems Analyst (LTWK) position in the CAO-Law and Justice Systems Development.

Proposed Effective Date: 1/16/2013

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 \$110,535.00

Net County Cost \$0.00

Total this FY \$50,662.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT AB109 Public Safety Realignment

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Timothy Ewell

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

TME

1/3/2013

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

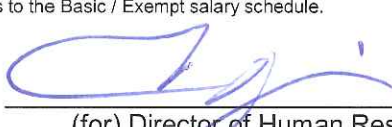
DATE 1/15/2013

Add one Business Systems Analyst (LTWK) (represented) position at salary level ZB5 1694 (\$5,560-\$6,758)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____ (Date)



(for) Director of Human Resources

1/9/13

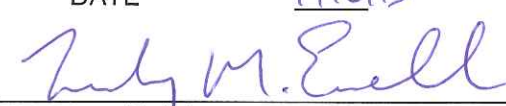
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

- ☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

DATE

1/10/13



(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:



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Accepting completion of warranty period for Subdivision Agreement (ROWL) SD 01-08155, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2013/28 accepting completion of warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD 01-08155, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact to County Funds. The funds to be released are developer fees that have been held on deposit.

BACKGROUND:

The landscape 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 the cash deposit, the Subdivision Agreement (Right of Way Landscaping) and performance/maintenance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: J. LaRocque, 925-313-2315

By: , Deputy

Recorded at the request of: **BOARD OF SUPERVISORS**

Return To: **PUBLIC WORKS ENGINEERING SERVICES**

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

Adopted this Resolution on 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2013/28

IN THE MATTER OF accepting completion of warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD 01-08155, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS On December 5, 2006, this Board resolved that the landscape improvements in subdivision SD 01-08155 were completed as provided in the Subdivision Agreement (Right-of-Way Landscaping) with Windemere BLC Land Company, LLC 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:

REFUND the \$1,000.00 cash deposit (Auditor's Deposit Permit No. 391754, dated August 21, 2002) plus interest to Windemere BLC Land Company, LLC in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 94-4.406, and the subdivision agreement.

BE IT FURTHER RESOLVED that upon completion of the warranty and maintenance period, the San Ramon City Council shall accept the landscape improvements for maintenance and ownership in accordance with the Dougherty Valley Memorandum of Understanding.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement (Right-of-Way Landscaping) and surety bond, Bond No. ST 2227, dated August 14, 2002, issued by St. Paul Fire and Marine Insurance Company, are exonerated.

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: January 15, 2013

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

By: , Deputy

cc: Design/Construction, Engineer Services (originator), J. Capozzo (Eng. Svcs.), C. Low, City San Ramon, Windemere BLC, 6121 Bollinger Cnyn, Ste. 500, S.R. 94583, St. Paul fire & Marine Insur. Co. 333 City Blvd. West, #100, Orange, CA 92868



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Approving the fifth extension of Subdivision Agreement (ROWL) for subdivision SD 01-08155, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2013/29 approving the fifth extension of Subdivision Agreement (Right-of-Way Landscaping) for subdivision SD 01-08155, for a project being developed by Windemere BLC Land Company, LLC, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Subdivision Agreement (Right-of-Way Landscaping) needs to be renewed as the improvements are not completed yet. (Approximately 100% of the work has been completed to date.) The developer has requested additional time to complete the improvements and keep the bonding current.

CONSEQUENCE OF NEGATIVE ACTION:

The Subdivision Agreement (Right-of-Way Landscaping) will not be renewed if the extension is not granted; the developer cannot complete the improvements; the bonds cannot be kept current; and, the County may need to foreclose on the developer's bonds and complete the improvements.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: J. LaRocque, 925-313-2315

By: , Deputy

Recorded at the request of: BOARD OF SUPERVISORS

Return To: PUBLIC WORKS, ENGINEERING SERVICES

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

Adopted this Resolution on 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2013/29

IN THE MATTER OF approving the fifth extension of Subdivision Agreement (Right-of-Way Landscaping) for subdivision SD 01-08155, for a project being developed by Windemere BLC Land Company, LLC, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHERE AS The Public Works Director having recommended that he be authorized to execute the fifth agreement extension which extends the Subdivision Agreement (Right-of-Way Landscaping) between Windemere BLC Land Company, LLC and the County for construction of certain improvements in subdivision SD 01-08155, San Ramon (Dougherty Valley) area, through December 3, 2013;

- APPROXIMATE PERCENTAGE OF WORK COMPLETE: 100% • ANTICIPATED DATE OF COMPLETION: January 31, 2013
- BOND NO.: ST 2227 Date: August 14, 2002
- REASON FOR EXTENSION: Improvements under warranty period

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the Public Works Director is APPROVED.

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: **January 15, 2013**

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

By: , Deputy

cc: Engineering Services (Originator), J. Capozze, Eng. Svcs, Design/Construction, DCD, C. Low, City of San Ramon, Windemere, 6121 Bollinger Cnyn, Ste. 500, S.R. 94583, St. Paul Fire & Marine Ins. Co. 333 City Blvd, Oranga 92868

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of NOV 30 2012, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Accepting completion of improvements for Road Acceptance RA 11-01248, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2013/30 accepting completion of improvements for Road Acceptance RA 11-01248 (cross-reference subdivision SD 11-09247 and MS 12-00001) for a project being developed by Shapell Industries of Northern California, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The developer, Shapell Industries of Northern California, a Division of Shapell Industries, Inc., a Delaware Corporation, has completed the improvements per the Subdivision/Drainage Improvement/Road Improvement Agreement, and in accordance with the Title 9 of the County Ordinance Code.

CONSEQUENCE OF NEGATIVE ACTION:

The completion of improvements will not be accepted and the 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: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: J. LaRocque, 925-313-2315

By: , Deputy

Recorded at the request of: BOARD OF SUPERVISORS

Return To: PUBLIC WORKS, ENGINEERING SERVICES

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

Adopted this Resolution on 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2013/30

IN THE MATTER OF accepting completion of improvements for Road Acceptance RA 11-01248 (cross-reference subdivision SD 11-09247 and MS 12-00001) for a project being developed by Shapell Industries of Northern California, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS The Public Works Director has notified this Board that the improvements in Road Acceptance RA 11-01248 have been completed as provided in the Subdivision/Drainage Improvement/Road Improvement Agreement with Shapell Industries of Northern California, a Division of Shapell Industries, Inc., a Delaware Corporation, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

NOW THEREFORE BE IT RESOLVED that the improvements have been COMPLETED as of January 8, 2013, 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 SURETY May 15, 2012 The Continental Insurance Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for \$240,500.00, Bond No. 929541385 issued by the above surety be RETAINED for the six month lien guarantee period until July 8, 2013, 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 Gatekeeper Road and Rowan Drive, the hereinafter described public improvements, as shown and dedicated for public use on the Final Map of Subdivision MS 12-00001 filed May24, 2012, in Book 207 of final maps at Page 21, Official Records of Contra Costa County, State of California, are ACCEPTED AS COMPLETE.

Road Name: Gatekeeper Road

Road-R/W Widths: 36'/60'

Lengths (Miles): 0.06

Road Name: Rowan Drive Road-R/W Widths: 36'/56'

Lengths (Miles): 0.07

BE IT FURTHER RESOLVED that upon acceptance by the Board of Supervisors, the San Ramon City Council shall accept the improvements for maintenance and ownership in accordance with the Dougherty Valley Memorandum of Understanding.

BE IT FURTHER RESOLVED that upon approval by the Board of Supervisors, the developer, Shapell Industries of Northern California, a Division of Shapell Industries, Inc., a Delaware Corporation, shall retain the improvements for maintenance and ownership in accordance with the geologic hazard abatement district (GHAD) plan of control, and until accepted by the GHAD or the City of San Ramon.

BE IT FURTHER RESOLVED that the beginning of the warranty period is hereby established, and the \$5,000.00 cash deposit (Auditor's Deposit Permit No. 602747 , dated 4/26/12) made by Shapell Industries of Northern California, a Division of Shapell Industries, Inc., a Delaware Corporation, and the performance/maintenance surety bond rider for \$ 71,400.00, Bond No. 929541385 issued by the Continental Insurance Company be RETAINED pursuant to the requirements of Section 94 4.406 of the Ordinance Code until release by this Board.

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: January 15, 2013

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

By: , Deputy

cc: Design/Construction, M&T Lab, Engineering Services (Originator), J. Capozzo, Eng. Svcs., C. Low, City of San Ramon, Shapell, 100 N. Milpitas Blvd. Milpitas 95035, Continental Ins. Co 4150 Drinkwater Blvd Ste. 410 Scottsdale 85251

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number 929 541 385 effective April 13, 2012
issued by the The Continental Insurance Company
in the amount of \$476,000.00 Four Hundred Seventy Six Thousand and No/100 DOLLARS,
on behalf of Shapell Industries of Northern California, a Division of Shapell Industries, Inc., a Delaware Corp.
as Principal and in favor of County of Contra Costa
as Obligee:

Now, Therefore, it is agreed that:

The Performance Bond amount is Decreased from: \$476,000.00***
(Four Hundred Seventy Six Thousand and No/100 Dollars***)

The Performance Bond amount is Decreased to: \$71,400.00***
(Seventy One Thousand Four Hundred and No/100 Dollars***)

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 20th day of November, 2012.

Signed, sealed and dated this 20th day of November, 2012.

Shapell Industries of Northern California, a Division of
Shapell Industries, Inc., a Delaware Corp.

(Principal)

By: D. I.

By: Samuel

The Continental Insurance Company

(Surety)

By: Pamela L. Stocks

Pamela L. Stocks,

Attorney-in-Fact

Accepted By: County of Contra Costa

By: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Pamela L Stocks, Beverly A Hall, Sandra V Hanner, Gina O'Shea, Individually

of Sherman Oaks, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

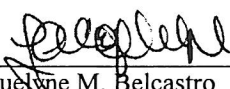
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 8th day of October, 2009.



The Continental Insurance Company

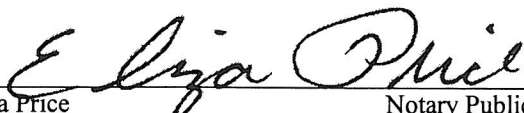

Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 8th day of October, 2009, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that she knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires September 17, 2013


Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 20th day of November, 2012.



The Continental Insurance Company


Mary A. Ribikawskis Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On November 20, 2012
Date

before me,

Gina O'Shea, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Pamela L. Stocks
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.

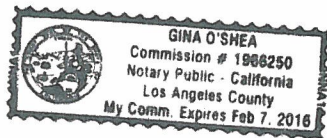
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Seal

Signature

Gina O'Shea
Signature of Notary Public



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

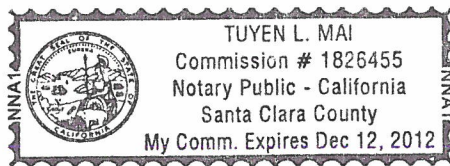
State of California

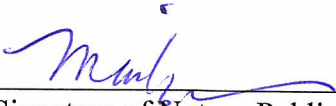
County of Santa Clara

On **November 26, 2012**, before me, **Tuyen L. Mai**, Notary Public personally appeared **David Suico and Samuel S. Worden** who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Signature of Notary Public

Optional Information

Title or Type of Document: General Purpose Rider (Bond # 929-541-385)



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Accepting completion of warranty period for Subdivision Agreement (ROWL) for subdivision SD 00-08156, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2013/31 accepting completion of warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD 00-08156, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact to County funds. The funds to be released are developer fees that have been held on deposit.

BACKGROUND:

The landscape 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 the cash deposit, the Subdivision Agreement (Right of Way Landscaping) and performance/maintenance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: J. LaRocque, 925-313-2315

By: , Deputy

Recorded at the request of: **BOARD OF SUPERVISORS**

Return To: **PUBLIC WORKS, ENGINEERING SERVICES**

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

Adopted this Resolution on 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2013/31

IN THE MATTER OF Accepting completion of warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD 00-08156, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS On August 2, 2007, this Board resolved that the landscape improvements in subdivision SD 00-08156 were completed as provided in the Subdivision Agreement (Right-of-Way Landscaping) with Windemere BLC Land Company, LLC 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:

REFUND the \$1,000.00 cash deposit (Auditor's Deposit Permit No. 391754, dated August 21, 2002) plus interest to Windemere BLC Land Company, LLC in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 94-4.406, and the subdivision agreement.

BE IT FURTHER RESOLVED that upon completion of the warranty and maintenance period, the San Ramon City Council shall accept the landscape improvements for maintenance and ownership in accordance with the Dougherty Valley Memorandum of Understanding.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement (Right-of-Way Landscaping) and surety bond, Bond No.ST 2226, dated August 14, 2002, issued by St. Paul Fire and Marine Insurance Company, are exonerated.

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: January 15, 2013

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

By: , Deputy

cc: Engineering Services (Originator), J. Capozza, Eng. Svcs., DCD, Design/Construction, C. Low, City of San Ramon, Windemere, 6121 Bollinger Cnyn, Ste 500, 94583, St. Paul Fire & Marine Ins. Co., 9325 Sky Park Ct., Ste 22, San Diego 92123



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Accepting completion of warranty period for the Subdivision Agreement (ROWL) for subdivision SD 06-09142, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2013/32 accepting completion of warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD 06-09142, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact to County funds. The funds to be released are developer fees that have been held on deposit.

BACKGROUND:

The landscape 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 the cash deposit, the Subdivision Agreement (Right of Way Landscaping) and performance/maintenance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: J. LaRocque, 925-313-2315

By: , Deputy

Recorded at the request of: **BOARD OF SUPERVISORS**

Return To: **PUBLIC WORKS, ENGINEERING SERVICES**

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

Adopted this Resolution on 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2013/32

IN THE MATTER OF accepting completion of warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD 06-09142, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS on November 23, 2010, this Board resolved that the landscape improvements in subdivision SD 06-09142 were completed as provided in the Subdivision Agreement (Right-of-Way Landscaping) with Windemere BLC Land Company, LLC 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 REFUND the \$3,300.00 cash deposit (Auditor's Deposit Permit No. 469817, dated August 31, 2006) plus interest to Windemere BLC Land Company, LLC in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 94-4.406, and the subdivision agreement.

BE IT FURTHER RESOLVED that upon completion of the warranty and maintenance period, the San Ramon City Council shall accept the landscape improvements for maintenance and ownership in accordance with the Dougherty Valley Memorandum of Understanding.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement (Right-of-Way Landscaping) and surety bond, Bond No.08862506, dated August 22, 2006, issued by Fidelity and Deposit Company of Maryland, are exonerated.

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: January 15, 2013

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

By: , Deputy

cc: Engineering Services (Originator), J. Capozzo, Eng. Svcs., M&T Lab, Design/Construction, C. Low, City of San Ramon, Windemere, 6121 Bollinger Cnyn, SR 94583, Fidelity & Deposit Co. of Maryland, 801 N. Brand Blvd., Glendale, 91203



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Accepting completion of improvements for road acceptance RA 10-01246, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2012/33 accepting completion of improvements for Road Acceptance RA 10-01246 (cross-reference subdivision SD 05-08969), for a project developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The developer, Shapell Homes, a Division of Shapell Industries, Inc. a Delaware Corporation, has completed the improvements per the Road Acceptance Agreement, and the accordance with the Title 9 of the County Ordinance Code.

CONSEQUENCE OF NEGATIVE ACTION:

The completion of improvements will not be accepted and the 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: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: J. LaRocque, 925-313-2315

By: , Deputy

Recorded at the request of: BOARD OF SUPERVISORS

Return To: PUBLIC WORKS, ENGINEERING SERVICES

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

Adopted this Resolution on 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2013/33

IN THE MATTER OF accepting completion of improvements for road acceptance RA 10-01246 (cross-reference subdivision 05-08969), for a project developed by Shapell Homes, a Division of Shapell Industries, Inc. a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS these improvements are approximately located near Barrenstar Way.

The Public Works Director has notified this Board that the improvements in road acceptance RA 10-01246 (cross-reference subdivision 05-08969) have been completed as provided in the Agreement with Shapell Homes, a Division of Shapell Industries, Inc. a Delaware Corporation, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

NOW THEREFORE BE IT RESOLVED that the improvements have been COMPLETED as of January 8, 2013, 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 September 25, 2012 The Continental Insurance Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for \$860,500.00, Bond No. 929 525 435 issued by the above surety be RETAINED for the six-month lien guarantee period until July 8, 2013, 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 butterbur Lane and Tarragon Rose Court, Barrenstar Way, Bayberry View Lane, Blackberry Ave, the hereinafter described public improvements, as shown and dedicated for public use on the Final Map of Subdivision 05-08969 filed June 16, 2011, in Book 513 of final maps at Page 17, Official Records of Contra Costa County, State of California, are ACCEPTED AS COMPLETE.

Road Name: Barrenstar Way Road R/W Widths 36' / 56'
Lengths (Miles) .11

Road Name: Bayberry View Lane R/W Widths: 36' / 56'
Lengths (Miles): .10

Road Name: Blackberry Avenue R/W Widths: 36' / 56'
Lengths (Miles): .14

Road Name: Butterbur Lane R/W Widths: 36' / 56'
Lengths (Miles): .04

Road Name: Tarragon Rose Court R/W Widths: 36' / 56'
Lengths (Miles): .12

BE IT FURTHER RESOLVED that upon acceptance by the Board of Supervisors, the San Ramon City Council shall accept the improvements for maintenance and ownership in accordance with the Dougherty Valley Memorandum of Understanding.

BE IT FURTHER RESOLVED that the beginning of the warranty period is hereby established, and the \$17,000.00 cash deposit (Auditor's Deposit Permit No. 579822, dated 6/20/11) made by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, and the performance/maintenance surety for \$255,600.00, Bond No. 929 525 435 issued by The Continental Insurance Company, be RETAINED pursuant to the requirements of Section 94 4.406 of the Ordinance Code until release by this Board.

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: January 15, 2013

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

By: , Deputy

cc: Design/Construction, M&T Lab, Tickler: 11-18-13, C. Low City of San Ramon, Shapell Homes 100 N Milpitas Blvd Milpitas, CA 95035, Continental Insurance Co. 4150 N. Drinkwater Blvd. Ste. 410, Scottsdale 85251

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number 929 525 435 effective June 7, 2011
issued by the The Continental Insurance Company
in the amount of \$1,704,000.00 One Million Seven Hundred Four Thousand and No/100 DOLLARS,
on behalf of Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corp.
as Principal and in favor of County of Contra Costa
as Obligee:

Now, Therefore, it is agreed that:

The Performance Bond amount is Decreased from: \$1,704,000.00***
(One Million Seven Hundred Four Thousand and No/100 Dollars***)

The Performance Bond amount is Decreased to: \$255,600.00***
(Two Hundred Fifty Five Thousand Six Hundred and No/100 Dollars***)

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 20th day of November, 2012.

Signed, sealed and dated this 20th day of November, 2012.

Shapell Homes, a Division of Shapell Industries, Inc.
a Delaware Corp.

By: [Signature] (Principal)
By: [Signature]

The Continental Insurance Company

By: [Signature] (Surety)
Pamela L. Stocks, Attorney-in-Fact

Accepted By: County of Contra Costa

By: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Pamela L Stocks, Beverly A Hall, Sandra V Hanner, Gina O'Shea, Individually

of Sherman Oaks, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

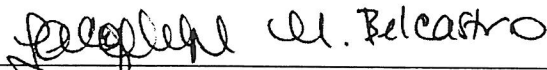
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 8th day of October, 2009.



The Continental Insurance Company

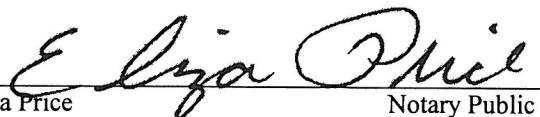

Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 8th day of October, 2009, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that she knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires September 17, 2013



Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 20th day of November, 2012.



The Continental Insurance Company


Mary A. Ribikawskis Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On November 20, 2012
Date

before me, Gina O'Shea, Notary Public
Here Insert Name and Title of the Officer

personally appeared Pamela L. Stocks
Name(s) of Signer(s)



Notary Seal

who proved to me on the basis of satisfactory evidence to be the person(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

Gina O'Shea
Signature of Notary Public

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

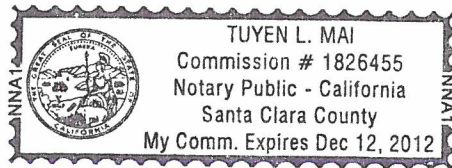
State of California

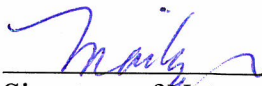
County of Santa Clara

On **November 26, 2012**, before me, **Tuyen L. Mai**, Notary Public personally appeared **David Suico and Samuel S. Worden** who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





Signature of Notary Public

Optional Information

Title or Type of Document: **General Purpose Rider (Bond # 929-525-435)**



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Accepting completion of warranty period) for subdivision SD 05-09021, and release of cash deposit, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2013/34 accepting completion of warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD 05-09021, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact to County funds. The funds to be released are developer fees that have been held on deposit.

BACKGROUND:

The landscape 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 the cash deposit, the Subdivision Agreement (Right-of-Way Landscaping) and performance/maintenance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: J. LaRocque, 925-313-2315

By: , Deputy



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Accepting completion of private improvements for Road Acceptance RA 06-01215 (cross-reference subdivision SD05-08950), Contra Costa Centre area.

RECOMMENDATION(S):

ADOPT Resolution No. 2013/35 accepting completion of private improvements for Road Acceptance RA 06-01215 (cross-reference subdivision SD 05-08950), for a project being developed by Avalon Bay Communities, Inc., as recommended by the Public Works Director, Contra Costa Centre area. (District IV)

FISCAL IMPACT:

No fiscal impact to County Funds. The funds to be released are developer fees that have been held on deposit.

BACKGROUND:

The developer, Avalon Bay Communities, Inc., has completed the private improvements per the Road Improvement Agreement, and in accordance with the Title 9 of the County Ordinance Code.

CONSEQUENCE OF NEGATIVE ACTION:

The completion of private improvements will not be accepted as complete.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: J. LaRocque, 925-313-2315

By: , Deputy



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Accepting completion of warranty period for subdivision SD 00-08152, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2013/36 accepting completion of warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD 00-08152, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact to county Funds. The funds to be released are developer fees that have been held on deposit.

BACKGROUND:

The landscape 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 the cash deposit, the Subdivision Agreement (Right-of-Way Landscaping) and performance/maintenance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: J. LaRocque, 925-313-2315

By: , Deputy



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports
Date: January 15, 2013

Subject: On-Call Contract with Kimley-Horn and Associates, Inc. for the Buchanan Field and Byron Airports

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute an on-call contract with Kimley-Horn and Associates, Inc. effective April 1, 2013 to March 31, 2016, in an amount not to exceed \$300,000, to provide on-call design, engineering, and planning services for the Buchanan Field and Byron Airports.

FISCAL IMPACT:

All costs associated with this on-call contract will not exceed \$300,000 and will be funded 100% by the Airport Enterprise Fund. There will be no impact to the County General Fund.

BACKGROUND:

The Airports Division manages the two County airports; Buchanan Field and Byron. As part of this responsibility, contract services are required to augment staff and provide special technical assistance on an on-call basis. After a solicitation process, three consulting firms (Mead & Hunt, Reinard W. Brandley, and Kimley-Horn and Associates) were selected to provide the design, engineering and planning services.

A separate Board Order for the Mead & Hunt, Inc. and Reinard W. Brandley contracts was approved on September 19, 2012.

The proposed list

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Beth Lee, (925) 646-5722

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of projects and services include but are not limited to: preparation of Federal Aviation Administration and Caltrans grant funding documents/elements, geotechnical studies, pavement evaluation studies, drainage studies, value engineering, cost estimating, review of airport development proposals, airport master planning, airport layout plan development and changes, terminal area planning, facilities construction, land acquisition, land use planning, environmental planning, updates to airport plans and manuals, lighting analysis and plans, security upgrades, airfield markings and many other professional service needs.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in project approval will result in a delay of completing a multitude of airport related projects and may cause inconsistency with current Federal, State and County requirements, policies and standards.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

1. **Contract Identification.**

Department: Public Works Department - Airports Division

Subject: Airport Engineering, Design and Planning On-Call Consulting Services

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

Contractor: Kimley-Horn and Associates, Inc.

Capacity: Corporation

Address: 765 The City Drive, Suite 200, Orange, CA 92868-9488

3. **Term.** The effective date of this Contract is April 1, 2013. It terminates on March 31, 2016 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed
\$ 300,000.00.

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:

General airport engineering, design and planning on-call services.

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: Kimley-Horn and Associates, Inc.	KHACA 03	Name of business entity: Kimley-Horn and Associates, Inc.
By <u>Enda Melvin P.E.</u> (Signature of individual or officer) CA PEN 49422		By <u>Charles Spinks</u> (Signature of individual or officer) PE 30844
<u>ENDA MELVIN, SENIOR VICE PRESIDENT</u> (Print name and title A, if applicable)		<u>Charles Spinks Vice President</u> (Print name and title B, if applicable)

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

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On Sept 20, 2012, before me, Cindy Dalen-Slade, Notary Public
(insert name and title of the officer), personally appeared Enda Melvin and
Charles Spinks 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.

Cindy Dal Slade
Signature



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

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED
COUNTY COUNSEL

By: _____
Designee

By: Kathleen M. Anderson
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

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

Number

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

[Check one alternative only.]

- ☐ a. \$ monthly, or
- ☐ b. \$ per unit, as defined in the Service Plan, or
- ☐ c. \$ after completion of all obligations and conditions herein.
- ☒ d. Other: See Attachment A: Rate Schedule.

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

Initials:

Contractor

County Dept.


SERVICE PLAN OUTLINE
(Purchase of Services - Long Form)

Number


SERVICE PLAN

Contractor to provide airport engineering, design and planning services for both County owned airports. Contractor will be reimbursed for allowable costs incurred each month at the rate set forth in the attached fee schedule (Attachment A). The fee schedule is subject to annual review and revision. Contractor shall submit an invoice detailing costs no more than once a month. Contractor shall perform the following services:

- Prepare necessary applications and documentation for Federal Aviation Administration (FAA) and state of California (CALTRANS) Airport Improvement Program (AIP) grant funding. This may include providing engineering estimates.
- Provide airport and aviation-related design and engineering/architectural services as required by the County, which may include, but are not limited to, geotechnical studies, pavement evaluation studies, drainage studies, airport design and engineering, electrical design and engineering, terminal area design and engineering, value engineering, cost estimating, development of plans and specifications, bid documents, construction observation, testing and inspection, and project coordination. The projects on which these engineering services may be required over the next three-year period include construction, reconstruction, overlay and the like of runways, taxiways, aprons, fences, roads, parking lots, etc., as required by the County.
- Project administration activities, including but not limited to: design, coordination, planning, budgeting, scheduling, monthly progress meetings and reports and updates; submittal review, administering quality assurance and construction support services on an as-needed basis.
- Analyze and prepare recommendations regarding airport development proposals.
- Review and update engineering drawings, which may include the Airport Layout Plan (ALP).
- Provide professional engineering support to the Director of Airports and Airport staff on airport related projects and issues.
- Provide airport and aviation-related services as required by the County, which may include but are not limited to: airport master planning, airport layout plan development and changes, terminal area planning, facilities construction, land acquisition, land use planning, and environmental planning and documentation.
- Provide miscellaneous airport planning, engineering, operation and management support services as may be required from time to time by the County.
- Airfield lighting, signage improvements and energy efficient retrofitting.
- Security upgrades including access control, perimeter fencing, CCTV and lighting.
- Update airfield markings.
- Updates to the Airport Pavement Maintenance Plans, Airport Security Plan, Airport Emergency Plan, and Airport Certification Manual.

Initials: 

Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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

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

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



Contractor



County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. Termination and Cancellation.

a. Written Notice. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. Failure to Perform. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. Cessation of Funding. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

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

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

8. Modifications and Amendments.

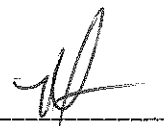
a. General Amendments. In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. Minor Amendments. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

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



Contractor



County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. Choice of Law and Personal Jurisdiction.

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

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

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

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

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

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


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

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

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

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

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


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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

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

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

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

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

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

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


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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

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

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

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

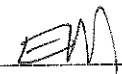

Contractor

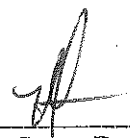

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

28. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. No Implied Waiver. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.


Contractor


County Dept.

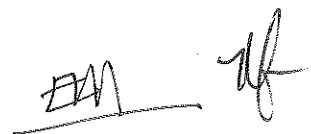
SPECIAL CONDITIONS
(Purchase of Services - Long Form)

Idemnification. Paragraph 18 ("Indemnification") of the General Conditions is hereby deleted in its entirety and replaced with the following:

18. Indemnification.

(a) Professional Engineering Services. If a claim arises as a result of professional engineering services being provided by Contractor under this agreement, consistent with California Civil Code section 2782.8, Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless County, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, agents, contractors, subContractors, or any persons under its direction or control. If requested by County, Contractor shall defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor shall reimburse County for any expenditures, including reasonable attorneys' fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of County or any other person; provided, however, that Contractor will not be required to indemnify, including the cost to defend, County for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, agents, contractors, subContractors, or any persons under its direction or control. This indemnification clause will survive the termination or expiration of this Agreement.

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

Handwritten signatures and initials, including a signature that appears to be "EAM" and another that appears to be "JF".

Attachment A: Rate Schedule
Kimley-Horn and Associates, Inc.
Standard Billing Rate Schedule

Kimley-Horn and Associates, Inc.		
Person	Role	Rate
Pearse Melvin	Sr Civil Engineer	\$201.23
Bob Hamilton	Civil Engineer	\$131.95
Daniel Hershey	Civil Engineer	\$131.95
Kevin Flynn	Sr Civil Engineer	\$234.22
Eric Lovejoy	Sr Electrical Engineer	\$234.22
Steve Reeder	Sr Civil Engineer	\$201.23
Shalyce Irgens	Civil Engineer	\$201.23
Dene Egami	Electrical Engineer	\$201.23
Joe Bradshaw	Electrical Engineer	\$131.95
Dustin Colwell	Electrical Engineer	\$131.95
Cary Petersen	Electrical Engineer	\$131.95
Mike Serbiak	Accounting	\$131.95
Jonnelle Spino	Administrative	\$98.97
Janice Gilden	Administrative	\$98.97
Cindy Mathews	Administrative	\$98.97
Enda Melvin	Regional Team	\$273.80
Cornerstone Earth Group		
Person	Role	Rate
Scott Fitinghoff, P.E., G.E	Geotechnical Engineer of Record and Project Manager	\$200
C. Barry Butler, P.E., G.E	Geotechnical Peer Reviewer	\$200
Nick Zoetewey, P.E.	Senior Staff Engineer	\$130
Stefanie Villasenor	Staff Engineer	\$117
Forrest Leblo	Field and Laboratory Technician	\$117
Nicole Comte	Laboratory Technician	\$91
Rick Novotny	Drafting	\$80

EM 14

Kimley-Horn and Associates, Inc.
Standard Billing Rate Schedule

Telamon Engineering Consultants		
Person	Role	Rate
Mennor Chan, PE, PLS	Principal	\$220
Fred Reynolds, PE	Civil design and oversight	\$175
Doug Zuuring, PE	Civil design	\$150
Christopher Phan, PE	Civil design	\$125
Fred Bayani	Survey mapping	\$125
Michael Lee	Survey mapping	\$118
Earl Woods, PLS	Survey Management	\$198
Jeff Keaney, LSIT	Field Surveys	\$178
Bryce Shepherd	Field Surveys	\$178
Survey 1-person Field Crew	Field Surveys	\$125
Denmark Manansala	Accounting	\$110

EM 



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports
Date: January 15, 2013

Subject: Contra Costa Airports - Authorization to Negotiate Ground Lease for Fueling Services at the Byron Airport.

RECOMMENDATION(S):

AUTHORIZE the Director of Airports, or designee, to negotiate a ground lease and development terms between the County, as Landlord, and Byron Fuel to install a fueling facility for Jet A fuel at the Byron Airport, south of the Airport office.

APPROVE and AUTHORIZE the Director to consider a proposal to purchase and operate the county owned aviation 100 low lead fueling system as a part of the ground lease and development proposal.

FISCAL IMPACT:

There is no negative impact on the General Fund. The Airport Enterprise Fund could realize lease and other revenues and the County General Fund could realize sales tax and other revenues if a lease is successfully negotiated.

BACKGROUND:

In November 2012 Airport staff received an inquiry to enhance the fuel system at and services available for the Byron Airport by installing a Jet A fueling facility. The proposed site is located on the west side of Byron Airport in an area designated for aviation use on the Byron Airport Master Plan. The area is adjacent to the County 100 low lead (100LL) fueling facility and is proximate

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Beth Lee, (925) 646-5722

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports
Date: January 15, 2013

Subject: APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a hangar rental agreement with Buchanan Field Airport Hangar tenant.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with CCR Aviation, LLC for a T-hangar at Buchanan Field Airport effective November 1, 2012 in the monthly amount of \$383.74

FISCAL IMPACT:

The Airport Enterprise Fund will realize \$4,604.88 annually.

BACKGROUND:

On September 1, 1970, Buchanan Airport Hangar Company entered into a 30-year lease with Contra Costa County for the construction of seventy-five (75) hangars and eighteen (18) aircraft shelters at Buchanan Field Airport. Buchanan Airport Hangar Company was responsible for the maintenance and property management of the property during that 30-year period.

On September 1, 2000, the County obtained ownership of the aircraft hangars and shelters, pursuant to the terms of the above lease.

On February 13, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Lease Agreement for use with the larger East Ramp Hangars.

On February 3, 2008, Contra Costa County Board of Supervisors approved the amended T-Hangar Lease Agreement

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Beth Lee, (925) 646-5722

By: , Deputy

cc:

BACKGROUND: (CONT'D)

which removed the Aircraft Physical Damage Insurance requirement. The new amended T-hangar Lease Agreement will be used to enter into this aircraft rental agreement.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will cause a loss of revenue to the Airport Enterprise Fund.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** Effective November 1, 2012 ("**Effective Date**"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), and CCR Aviation, LLC ("**Renter**"), hereby mutually agree and promise as follows:
2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement ("**Rental Agreement**") by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.
3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form ("**Renter's Aircraft**").
4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # E-01 on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site ("**T-Hangar Site**") and shall hereinafter be described as the "**T-Hangar**."

Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.

5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies

with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM:** This Rental Agreement shall be from month to month commencing November 1, 2012, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

- A. **Monthly Rent and Additional Rent.** Renter shall pay \$ 383.74 in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports
Date: January 15, 2013

Subject: APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a hangar rental agreement with Buchanan Field Airport Hangar tenant.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Kenneth Gardner, for a T-hangar at Buchanan Field Airport effective January 1, 2013 in the monthly amount of \$383.74.

FISCAL IMPACT:

The Airport Enterprise Fund will realize \$4,604.88 annually.

BACKGROUND:

On September 1, 1970, Buchanan Airport Hangar Company entered into a 30-year lease with Contra Costa County for the construction of seventy-five (75) hangars and eighteen (18) aircraft shelters at Buchanan Field Airport. Buchanan Airport Hangar Company was responsible for the maintenance and property management of the property during that 30-year period.

On September 1, 2000, the County obtained ownership of the aircraft hangars and shelters, pursuant to the terms of the above lease.

On February 13, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Lease Agreement for use with the larger East Ramp Hangars.

On February 3, 2008, Contra Costa County Board of Supervisors approved the amended T-Hangar Lease Agreement

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Beth Lee, (925) 646-5722

By: , Deputy

cc:

BACKGROUND: (CONT'D)

which removed the Aircraft Physical Damage Insurance requirement. The new amended T-hangar Lease Agreement will be used to enter into this aircraft rental agreement.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will cause a loss of revenue to the Airport Enterprise Fund.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** Effective January 1, 2013 ("**Effective Date**"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), and Kenneth Gardner ("**Renter**"), hereby mutually agree and promise as follows:
2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement ("**Rental Agreement**") by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.
3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form ("**Renter's Aircraft**").
4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # E-8 on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site ("**T-Hangar Site**") and shall hereinafter be described as the "**T-Hangar.**"

Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.

5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies

with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM:** This Rental Agreement shall be from month to month commencing January 1, 2013, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

- A. **Monthly Rent and Additional Rent.** Renter shall pay \$ 383.74 in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports
Date: January 15, 2013

Subject: APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a hangar rental agreement with Buchanan Field Airport Hangar tenant.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with WKB Aviation, LLC, for a T-hangar at Buchanan Field Airport effective December 12, 2012 in the monthly amount of \$383.74.

FISCAL IMPACT:

The Airport Enterprise Fund will realize \$4,604.88 annually.

BACKGROUND:

On September 1, 1970, Buchanan Airport Hangar Company entered into a 30-year lease with Contra Costa County for the construction of seventy-five (75) hangars and eighteen (18) aircraft shelters at Buchanan Field Airport. Buchanan Airport Hangar Company was responsible for the maintenance and property management of the property during that 30-year period.

On September 1, 2000, the County obtained ownership of the aircraft hangars and shelters, pursuant to the terms of the above lease.

On February 13, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Lease Agreement for use with the larger East Ramp Hangars.

On February 3, 2008, Contra Costa County Board of Supervisors approved the amended T-Hangar Lease Agreement

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Beth Lee, (925) 646-5722

By: , Deputy

cc:

BACKGROUND: (CONT'D)

which removed the Aircraft Physical Damage Insurance requirement. The new amended T-hangar Lease Agreement will be used to enter into this aircraft rental agreement.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will cause a loss of revenue to the Airport Enterprise Fund.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** Effective December 12, 2012 ("**Effective Date**"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), and WKB Aviation LLC ("**Renter**"), hereby mutually agree and promise as follows:
2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement ("**Rental Agreement**") by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.
3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form ("**Renter's Aircraft**").
4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # C-11 on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site ("**T-Hangar Site**") and shall hereinafter be described as the "**T-Hangar.**"

Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.

5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies

with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM:** This Rental Agreement shall be from month to month commencing December 12, 2012, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

- A. **Monthly Rent and Additional Rent.** Renter shall pay \$ 383.74 in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the



**Contra
Costa
County**

To: Flood Control District Board of Supv
From: Transportation, Water and Infrastructure Committee
Date: January 15, 2013

Subject: Authorize the Flood Control District to explore removal of lowest 2.5 miles from Army Corps of Engineers' "Walnut Creek Project." Project #7520-6F8280

RECOMMENDATION(S):

AUTHORIZE the Chief Engineer, Contra Costa County Flood Control & Water Conservation District (Flood Control District), or designee, to explore removal of the lowest 2.5 miles of Lower Walnut Creek from the US Army Corps of Engineers (Corps) program and return it to local control and oversight; and to REPORT to the Transportation, Water and Infrastructure Committee on an as-needed basis for guidance on this process, Martinez area. (100% Flood Control Zone 3B funds)

FISCAL IMPACT:

The project costs, estimated to be \$150,000, will be funded by Flood Control Zone 3B (fund 252000)

BACKGROUND:

Introduction

The conflict between the Corps' maintenance requirements and sustainable preservation of habitat in Lower Walnut Creek is well documented. The basic concept is that the Corps requires the lowest portion to be dredged to return it to its 1965, unsustainable design, while regulatory agencies (including the Corps Regulatory Branch) have all but prohibited such an action because of its environmental impacts. Currently, the lowest portion of the channel (from

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Paul Detjens (925)
313-2394

By: , Deputy

BACKGROUND: (CONT'D)

the mouth up to the BNSF Railroad Crossing) features quality habitat and is home to a number of rare and endangered species, such as the salt marsh harvest mouse. The Corps-required dredge would remove all ecological value from the channel.

A decade ago, Congress authorized the Lower Walnut Creek General Reauthorization Report (GRR) specifically to address this issue and to implement a better solution. Unfortunately, with the political shift in Congress away from earmark funding of projects and with the Corps' inability to complete the GRR with a reasonable level of effort, the GRR process has run out of federal funds and has effectively coasted to a stop. It will be up to the Flood Control District to plan, design, and implement any change to Lower Walnut Creek. Of course, the Corps Operations Section will have to approve any modification to the as-built project, but the overall process will be 100% locally driven.

PL 84-99 Disaster Assistance Program

In the aftermath of Hurricane Katrina, the Corps performed a nationwide evaluation of flood control systems and identified systems with known deficiencies. In early 2007, the Corps released its nationwide findings from this study and included Lower Walnut Creek in the deficient category. The Corps required repairs within one year in order to remain eligible for the Corps disaster assistance program designated as the "PL 84-99 program." The Flood Control District quickly mapped out a project that would satisfy the Corps while avoiding work in the area of highest biological significance. The award-winning, \$5 million Interim Protection Measures Project was successfully implemented on-schedule and on-budget in late 2007. The approved project designated the lowest 2.5 miles of the channel as having the highest biological value, and the Corps agreed to temporarily suspend oversight of this area while the GRR project proceeded to implement a long-term solution. This suspension of Corps oversight allowed the habitat in the lowest reach to temporarily remain, while preserving the eligibility of the other 20 miles of channel for the PL 84-99 disaster assistance program.

The PL 84-99 program is an important disaster relief mechanism in that it provides federal funding to repair flood control facilities built by the Corps (such as channels, dams, or levees) that are damaged by large storms. The PL 84-99 program does not provide assistance for other public or private property damaged by storms; it only covers the flood control facilities. The Corps inspects all federally-constructed facilities annually to ensure that the facilities remain in good repair and are maintained to Corps standards. These annual inspections provide only three ratings: Acceptable, Minimally Acceptable, or Unacceptable. In order to remain eligible for PL 84-99 damage assistance, the federal project needs to receive an Acceptable or Minimally Acceptable rating. If any part of a project receives an Unacceptable rating, the project is put on probation, and if it receives another Unacceptable rating the second year, it is placed on "inactive" status and is ineligible for the PL 84-99 program until the problem is fixed. The Corps effectively uses the PL 84-99 program (and the promise of disaster assistance) as the tool to enforce compliance with their policies and maintenance requirements.

Unfortunately, the Corps policies are not always founded on the best science and often conflict with the requirements of other regulatory agencies. An example of this is the Corps' Levee Vegetation Policy, which requires removal of all trees from levees. This would remove nearly all of the remaining riparian habitat in the delta and has met with significant resistance. This policy is currently being litigated in California.

Another flaw in the Corps inspection practice is that each federal project, no matter how large, receives only one overall rating. The Walnut Creek project, for example, contains 22 miles of Corps-constructed channels and is a mix of wide, tidal, earthen channels, drop structures, rock lined channels, and many miles of rectangular earthen channels. This all-or-nothing approach means that a structural defect on the Pine Creek channel in Concord (resulting in a system-wide overall unacceptable rating) would prevent PL 84-99 program assistance for the unrelated earth-lined channel by Buchanan Field. This approach also means that excessive sediment in the lowest reach of Walnut Creek would prevent PL 84-99 program assistance for the concrete-lined San Ramon Bypass Channel ten miles upstream in downtown Walnut Creek. The sites are only connected by the federal funds used to construct them; problems in one location do not mean problems in the other. Unfortunately, the Corps inspection process does not make exceptions for large projects like Walnut Creek.

The accumulated sediment in the lowest 2.5 miles of Walnut Creek (mouth to BNSF Railroad) has no effect on the upper reaches of the system, and when the Corps rated the lowest portion as Unacceptable, it also meant that the entire 22-mile system would be rated Unacceptable, even though it does not share the same issues. More troubling is that the entire system would become ineligible for assistance through the PL 84-99 program.

In 2007, as part of the Interim Protection Measures project, the Flood Control District petitioned the Corps for special consideration to temporarily suspend the Corps oversight over the lowest 2.5 miles of the project, thus preserving an Acceptable rating and keeping the remaining portion of the 22-mile project in the PL 84-99 program. This special consideration was granted in part because the Corps was working on a long-term solution under a GRR project. However, with the demise of the GRR project, another approach is needed. If no action is taken, the Corps will again evaluate the lowest reach of the project, rate it unacceptable, and remove the entire 22-mile Corps project (not just the deficient 2.5 mile-long portion) from the PL 84-99 disaster assistance program.

Options for Proceeding Forward

There are a number of practical options that can be implemented to solve this issue. One is to continue to lobby for federal funding to restart and complete the Corps' GRR project. Another is to proceed with a locally-controlled Section 408 Program and seek Corps approval of the locally preferred plan. A final, and preferred option, would be to pursue a "Selective Deauthorization" to permanently remove the lowest 2.5 miles from the larger 22-mile federal project.

Wait for Funds to Restart the GRR Project

In the last few years, the preferred path forward has been to continue to lobby Congress for an earmarked appropriation to fund the Corps' participation of their General Reevaluation Report (GRR) for Lower Walnut Creek. This had been moderately successful in the past, but with Congress' self-imposed ban on earmarks, it is increasingly likely that no federal funds will be forthcoming in the foreseeable future. In 2007, the Corps approved the temporary suspension of federal oversight of the lowest 2.5 miles to give another branch of the Corps time to develop the ultimate solution through the GRR project. However, with the GRR project at an indefinite pause, it is highly likely that the Corps will resume oversight and rate the entire system as Unacceptable.

The main benefit of waiting for the restart of the GRR project is that the construction of any such project is cost shared with the federal government. Currently, the split is 65% federal, 35% local for construction. Even if Congress resumed earmark funding, the competition for Federal funds for construction remains intense. Projects that deliver high benefits compete better for construction funding. Work by the Corps so far on the GRR project has focused on quantifying the benefits of a federal project for Lower Walnut Creek. However, because the area surrounding the lowest 2.5 miles of channel has low damages from flooding, preliminary benefit calculations have not been favorable.

Additionally, there is no guarantee that the level of federal construction funding (currently at 65%) will continue. Assuming that it takes another fifteen to twenty years to secure planning funding and complete the GRR planning, it is likely that the federal rules will change in that time. It is highly unlikely that federal match will ever be more favorable than it is now.

In summary, further waiting for federal funds is not likely to be successful, and even if earmarked funding for planning did materialize, the GRR project is not likely to be competitive for construction funding.

Section 408 Program

The Corps has previously suggested that the Flood Control District continue the GRR project planning process under the Corps' Section 408 program. This would require that the Flood Control District prepare all needed studies — such as geotechnical, environmental, and hydraulics — and be able to demonstrate that a locally preferred plan would preserve the federal investment, especially in terms of the design level of flood protection. Once the Flood Control District receives the Corps' approval, construction would be 100% locally funded without a federal match. The Corps would also need to review and approve a revised Operations and Maintenance (O&M) manual covering the new work. Previous estimates of this in-channel work range from \$25–35 million, depending on scope and level of habitat

restoration and mitigation included.

Fortunately, the GRR has prepared — or at least started — many of the baseline studies that would be needed for a 408 submittal. However, the path to Corps approval is not expected to be smooth, easy, or inexpensive. The Corps has repeatedly stressed the flood risk reduction benefits of the original project. While they privately acknowledge the fact that the residual risk of the area protected by Lower Walnut Creek is very low, they officially insist that the entire area needs full protection from the 1% chance event (also known as the “100-year storm”), even when the areas protected are degraded wetlands that will never be developed and could benefit from some infrequent inundation. Overcoming this fundamental issue through the 408 process may prove to be especially challenging.

The main benefit of proceeding through the Corps 408 program is that the ultimate project would remain part of the federal system and, as long as it continued to be rated as Acceptable, or Minimally Acceptable, the entire system would remain in the PL 84-99 program. Typical damage covered under the PL 84-99 program is bank or structure failure by erosion. Because the lowest 2.5 miles of Walnut Creek is flat and creek velocities are low, erosion is not much of a concern, so the PL 84-99 benefit here is less than in other sections of the creek.

Selective Deauthorization

Another alternative that is worthy of consideration is the concept of “Selective Deauthorization.” Simply put, this is a congressional action that removes a portion of a previously built federal project from further federal oversight and management. The Corps has 22 miles of federal facilities in the Walnut Creek Project. A Selective Deauthorization (SD) would effectively remove the 2.5-mile portion from the mouth to the BNSF Railroad from the federal system, leaving the status of the remaining 19.5 miles of the system unchanged. The primary benefit to SD would be that it allows the remaining 19.5 miles of the system to remain in the PL 84-99 program and to be managed differently than the lower 2.5 miles. The portion being considered for deauthorization is the exact same reach that was temporarily excluded from Federal oversight in the 2007 Interim Protection Measures project.

Selective Deauthorizations are typically instigated with the local Corps office and ultimately result in congressional approval. Often times, the direction to the Corps comes directly from Congress, using language similar to:

“Unless the Secretary of the Army determines, by not later than 30 days after the date of enactment of this Act, that the removal the lowest 2.5 miles from the Lower Walnut Creek, CA, federal project would be injurious to the public interest, the Secretary is hereby ordered to revise the Operation and Maintenance Agreement to remove the lowest 2.5 miles of Lower Walnut Creek, CA, from the federal project.”

A commonly used bill for this purpose is the biennial Water Resources Development Act (WRDA), but the direction can be in any bill.

Preliminary discussions with the Corps on this matter have been encouraging and supportive. Corps staff has indicated that while this is an infrequently used option in the Bay Area, it has been successfully used in other Corps districts.

The primary advantage of SD is that the management of the facility is 100% locally controlled, and the Flood Control District, as directed by the Board of Supervisors, can balance the provided level of flood protection with the environmental considerations. Such balanced, sustainable solutions may take the form of purchasing flowage easements over areas (such as marshlands owned by others) that would not be damaged from flooding. Another part of this solution may be to lower or partially remove some of the levees to encourage higher flows to periodically inundate adjacent marshlands. The cost to implement such a solution is significantly less than the estimated \$25–35 million to implement a GRR or 408 solution. Another big advantage to SD is that it allows the remainder of the 22 miles of the federal project to remain in good standing in the PL 84-99 program.

The primary disadvantage of SD is that the portion removed from the federal project would no longer be eligible for PL 84-99 disaster assistance in the event of storm damage in the lowest reach. Because the stream in this lowest reach is flat and slow moving, the risk of storm damage to the channel itself is expected to be low.

East Bay Regional Park District

Another driver for developing a long-term solution for Lower Walnut Creek is the desire of the East Bay Regional Park District (Park District) to extend the Ironhorse Trail northerly along this section of channel. Currently, the trail stops at Marsh Drive and cannot be extended until a permanent plan is implemented for the lower reach. The Park District wisely does not wish to invest in a permanent trail on a levee that may be relocated or otherwise may have to be reworked.

Having patiently waited a decade already, the Park District may be unwilling to wait another decade or two until the GRR or a 408 project is ready to be implemented. Likewise, the Park District may or may not support the selective deauthorization process, especially if it results in lowering levees so that they would be overtopped more often. Further coordination with the Park District will be needed if the selective deauthorization is ultimately chosen.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to explore other means would result in the lowest portion of the Walnut Creek Channel receiving an unacceptable rating from the Corps and jeopardizing future federal assistance for the remaining 20 miles of channel in the watershed.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: Tiffany Lennear, Clerk of the Board
Date: January 15, 2013
Subject: CLAIMS

RECOMMENDATION(S):

DENY claims filed by USAA for Dawn Lasky and Amandeep Sekhoh; DENY application to file late claim by Albert Long; and GRANT application to file late claim by Jerome Wade only.

FISCAL IMPACT:

Not applicable.

BACKGROUND:

*

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: T. Lennear, (925)
335-1900

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: January 15, 2013

Subject: Public report of litigation settlement agreements that became final during the period of December 1, 2012 through December 31, 2012.

RECOMMENDATION(S):

RECEIVE public report of litigation settlement agreements that became final during the period of December 1, 2012 through December 31, 2012, as recommended by County Counsel.

FISCAL IMPACT:

Settlement amounts are listed below.

BACKGROUND:

One agreement to settle pending litigation, as defined in Government Code section 54956.9, became final during the period of December 1, 2012 through December 31, 2012.

Jill Henderson v. Contra Costa County, U.S.D.C. Case No. C12-4945 MEJ (N.D.Cal.); In re Merit Board Complaint of Jill Henderson. The plaintiff filed a complaint with the Merit Board alleging political retaliation and filed a federal lawsuit alleging retaliation and discrimination. As part of a settlement and release agreement, the Board of Supervisors authorized a total payment of \$135,000 to the plaintiff, inclusive of attorney fees and costs, in exchange for a full release of all claims and dismissal of the Merit Board complaint and federal lawsuit. The Board of Supervisors authorized settlement on October 23, 2012 in closed session, by a 4-1 vote,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Thomas Geiger, 335-1800

By: , Deputy

BACKGROUND: (CONT'D)

Supervisor Piepho opposed. The settlement became final on December 13, 2012. The settlement amount will be paid from the District Attorney's budget.

This report includes final settlements of litigation matters handled by the Office of the County Counsel. This report does not include litigation settlements that were reported by the Risk Management Division of the County Administrator's Office as a consent item on the Board's open session agenda.

CONSEQUENCE OF NEGATIVE ACTION:

The report would not be accepted.

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Board of Supervisors
From: Tiffany Lennear, Clerk of the Board
Date: January 15, 2013

Subject: ACCEPT Board Member Meeting Reports for November and December 2012

RECOMMENDATION(S):

ACCEPT Board Member Meeting Reports for November and December 2012.

FISCAL IMPACT:

None.

BACKGROUND:

Government Code Section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, et cetera). The attached reports were submitted by Board of Supervisors members in satisfaction of this requirement.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: T. Lennear, (925)
335-1900

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Contra Costa County Board of Supervisors will fail to meet the requirements of Government Code Section 53232.3(d).

Supervisor John Gioia
November – 2012 Monthly Meeting Report

<u>Date</u>	<u>Meeting</u>	<u>Location</u>
1	JCC Cmte.	Martinez
1	BCDC	San Francisco
1	Kensington Community Meeting	Kensington
3	Remarks/LGBTQ Youth Event	El Cerrito
3	Speaker/Harvest & Tree Planting Event	Richmond
5	Meeting Phil Kader	Martinez
6	B.O.S. Meeting	Martinez
8	ABAG Adm. Cmte. & JPC	Oakland
8	Alameda/Contra Costa Medical Association Dinner	Berkeley
11	Presentation/Pinole Historical Society Event	Pinole
13	B.O.S. Special Finance Cmte.	Martinez
13	B.O.S. Regular Meeting	Martinez
13	City Council Meeting on Family Justice Center	Richmond
14	SF Bay Restoration Authority Governing Board	Oakland
15	Industrial Assn Annual Supervisors Lunch	Pleasant Hill
15	BCDC	Oakland
15	ABAG Finance, Personnel & Exec. Cmte.	Oakland
16	Joint Policy Committee	Oakland
16	Meeting w/Dr. Walker & Commissioner Opat	San Pablo
20	Regional Hospital Tour	Martinez
20	Colusa Traffic Community Meeting	Kensington
21	Tape Video for Zero Tolerance Domestic Violence	Martinez
21	ABAG Meeting	Oakland
26	JCC/PAC Meeting	Martinez
26	BCDC Strategic Planning Session	Oakland

Voice: 925-957-8860
Fax: 925-820-3785

Supervisor Candace Andersen
Contra Costa County Board of Supervisors District Two
December 2012 Monthly Meeting Report

[illegible]

**Supervisor Karen Mitchoff
December 2012**

DATE	MEETING NAME	LOCATION	PURPOSE
12/1/2012	Concord Tree Lighting	Concord	Community outreach
12/3/2012	Legislation Committee	Martinez	Evaluate county policy
12/3/2012	First Five	Concord	Regional children issues
12/4/2012	Board of Supervisors	Martinez	Decisions on agenda items
12/4/2012	CCC Fire Protection District	Martinez	Decisions on agenda items
12/4/2012	Concord City Council	Concord	Community outreach
12/5/2012	Assoc. of Bay Area Governments	Oakland	Regional governance
12/5/2012	Contra Costa Trans. Authority	Walnut Creek	Regional transportation issues
12/5/2012	Pleasant Hill Recreation & Park District	Pleasant Hill	Community outreach
12/6/2012	Concord Oversight Board	Concord	Dissolution of redevelopment
12/6/2012	Contra Costa Oversight Board	Martinez	Dissolution of redevelopment
12/10/2012	Internal Operations	Martinez	Evaluate county policy
12/11/2012	Board of Supervisors	Martinez	Decisions on agenda items
12/11/2012	CCC Housing Authority	Martinez	Decisions on agenda items
12/11/2012	CCC Fire Protection District	Martinez	Decisions on agenda items
12/12/2012	Walnut Creek Oversight Board	Walnut Creek	Dissolution of redevelopment
12/13/2012	TRANSPAC	Pleasant Hill	Regional transportation issues
12/13/2012	Contra Costa Oversight Board	Martinez	Dissolution of redevelopment
12/14/2012	CC Health Plan Joint Conference Com.	Martinez	County health plan
12/14/2012	Moosefeed Luncheon	San Francisco	Community outreach
12/17/2012	Pleasant Hill City Council	Pleasant Hill	Community outreach
12/18/2012	Contra Costa Oversight Board	Martinez	Dissolution of redevelopment
12/19/2012	Contra Costa Trans. Authority	Walnut Creek	Regional transportation issues

To: Board of Supervisors
 From: Candace Andersen, Board of Supervisors District II
 Date: January 15, 2013



Contra
 Costa
 County

Subject: Resolution recognizing Kay Aaker as the Orinda Volunteer of the Year

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Steve Dexter 957-8860

By: , Deputy

cc:

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2013/15

Recognizing Kay Aaker as the Orinda Volunteer of the Year.

Whereas Kay Aaker has tirelessly volunteered at Caring Hands at the John Muir Medical Center, American Cancer Society and Hospice of the East Bay; and

Whereas Kay Aaker has given her energy and her heart to hundreds of terminally ill patients and their families for over 28 years as a volunteer at Hospice of the East Bay; and

Whereas Kay has also clocked many hours as a volunteer for Meals on Wheels; and

Whereas, as a long time Orinda resident and retired grade school teacher, Kay dedicates herself to serving those around her.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor and thank Kay Aaker for her many years of dedicated service to the citizens of Orinda and Contra Costa.

FEDERAL D. GLOVER

Chair,
District V Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

MARY N. PIEPHO

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

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

ATTESTED: January 15, 2013

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors

From: Candace Andersen, Board of Supervisors District II

Date: January 15, 2013

Subject: Resolution recognizing Elizabeth O'Shea as the Orinda William Penn Mott, Jr. Environmental Award Winner

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Steve Dexter 957-8860

By: , Deputy

cc:

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2013/16

Recognizing Elizabeth O'Shea as the winner of the William Penn Mott, Jr. Environmental Award for 2012

Whereas Elizabeth O'Shea has served on the San Pablo Creek Watershed Neighbors Education and Restoration Society (SPAWNERS), an organization devoted to creek health and watershed issues in Orinda and nearby communities for many years; and

Whereas Elizabeth O'Shea has shared her expertise on the board of Friends of Orinda Creeks and has worked to help keep our creeks clean and healthy, and is passionate for soil health, and water and habitat conservation; and

Whereas Elizabeth O'Shea is tireless in her efforts to improve the quality of our environment, as a member of California Native Plant Society, a former Master Gardener and volunteer, she also leads work parties to keep the neighborhood entrance free of invasive plants and keep creeks clean and healthy; and

Whereas, Elizabeth O'Shea established her Lost Valley Nursery where she propagates native plants for Orinda residents to use for creek side remediation projects mandated by the city of Orinda and for others to plant to add diversity to their gardens.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor and thank Elizabeth O'Shea for her many years of dedicated service to the citizens of Orinda and the environment.

FEDERAL D. GLOVER

Chair,
District V Supervisor

JOHN GIOIA
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

MARY N. PIEPHO
District III Supervisor

KAREN MITCHOFF
District IV Supervisor

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

ATTESTED: January 15, 2013

David J. Twa,

By: _____, Deputy

To: Board of Supervisors
 From: Karen Mitchoff, Board of Supervisors District IV
 Date: January 15, 2013



Contra
 Costa
 County

Subject: Declaring the month of January as National Blood Donor Month

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Laura Case 925-521-7100

By: , Deputy

cc:

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2013/47

Declaring the month of January as National Blood Donor Month

WHEREAS, donating blood is a potentially lifesaving gift that millions of Americans can give; and
WHEREAS, there is a need to ensure an adequate blood supply and to stress the importance of giving the “Gift of Life” through the donation of blood; and
WHEREAS, there is a need for additional healthy, regular volunteer donors to join the ranks of those who already give of themselves so generously; and
WHEREAS, one blood donation may help save three lives; and
WHEREAS, every day blood is needed in hospitals and emergency treatment facilities for patients with cancer and other diseases, for organ transplant recipients, and to help save the lives of accident victims; and
WHEREAS, the need for blood is constant, especially during the winter months when blood is traditionally in short supply due to a reduction in donor turnout because of the holidays, busy travel schedules, inclement weather and illness, which can put blood inventory at a critical low; and
WHEREAS, the American Red Cross Northern California Blood Services Region distributes more than 130,000 pints of blood per year to help save local patients, yet fewer than 100,000 pints of blood are collected in the region annually; and
WHEREAS, some 38 percent of the public is eligible to donate, yet fewer than 8 percent of these individuals donate blood; and
WHEREAS, there is a need for civic and service organizations and businesses to sponsor blood drives.
NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors hereby proclaim the month of January as “National Blood Donor Month” and urge all citizens to pay tribute to those among us who donate for others in need. We urge citizens in good health to donate regularly. We also urge all civic and service organizations and businesses, if they have not already done so, to form blood donor groups to provide blood for others.

FEDERAL D. GLOVER

Chair,
District V Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

MARY N. PIEPHO

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

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

ATTESTED: January 15, 2013

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: January 15, 2013
Subject: 2012 Arts
Awards

RECOMMENDATION(S):

APPROVE Resolution No. 2013/48 honoring the winners of the Arts and Culture Commission of Contra Costa County 2012 Arts Recognition Award winners, as recommended by the County Administrator.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Dorothy Sansoe,
925-335-1009

By: , Deputy

cc:

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2013/48

Honoring the Winners of the Arts and Culture Commission of Contra Costa County 2012 Arts Recognition Awards

WHEREAS, Michele Seville, Arts & Culture Manager; Hershell West, Visual Artist; and St. Mary's College Museum of Art; have each advanced the appreciation of the Arts in Contra Costa County; and

WHEREAS, , Ms. Seville has enjoyed a stellar and accomplished career as Arts & Culture Manager for the City of Richmond with many successes promoting Arts & Culture in Contra Costa County communities; and

WHEREAS, Ms. Seville has played a major role in programs like Richmond Neighborhood Public Art (NPA), Richmond Writes!, a student poetry program, East Bay Arts Corridor Project and 510Arts.com, Point Richmond Music (PRM), Richmond Civic Center Restoration, Art on the Greenway, and others; and

WHEREAS, Ms. Seville served as Richmond Arts Center's Interim Executive Director to help expand Arts education programs in schools and community centers; and

WHEREAS, Mr. West has enjoyed long career in the Arts both as an exhibiting Fine Artist, Arts Educator and Founder of key arts programs and outstanding projects within Contra Costa County communities; and

WHEREAS, Mr. West co-founded West County Open Studios in 1996, and played a key role in establishing The Art of Living Black as a founding incorporator, he served as Chair of Richmond Arts and Culture Commission and as Board President of Richmond Art Center as well as Board President of Media Art Works, El Cerrito, and founding incorporator of the Rosie The Riveter Trust in Richmond; and

WHEREAS, Mr. West an accomplished Visual Artist and Muralist with contributions made on public murals in Richmond and Pinole as arts educator and community outreach coordinator, and worked with Celebrating Culture and Community of El Cerrito on its banner program for at-risk youth; and

WHEREAS, the St. Mary's College Museum of Art includes an art collection originated in the early part of the 20th century; and

WHEREAS, the first gallery opening was in 1934; and

WHEREAS, the Hearst Art Gallery was built in 1977 with a grant from the Hearst Foundation; and

WHEREAS, the newly expanded Saint Mary's College Museum of Art (formerly the Hearst Art Gallery) was completed in October of 2011; and

WHEREAS, the Museum serves both the Saint Mary's College community and the public;

Now, Therefore, Be It Resolved that the Contra Costa Board of Supervisors congratulates Michele Seville, Arts & Culture Manager; Hershell West, Visual Artist; and St. Mary's College Museum of Art for their outstanding achievement and contribution to Contra Costa's arts and culture. Contra Costa County.

FEDERAL D. GLOVER

Chair,
District V Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

MARY N. PIEPHO

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

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

ATTESTED: January 15, 2013

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: January 15, 2013
Subject: Resolution Honoring Retiring Court
Commissioner

BACKGROUND:

Contra Costa County Superior Court Commissioner Josanna Berkow retired at the end of November 2012 from her service to the people of Contra Costa County, and it is appropriate for the Board of Supervisors of Contra Costa County to honor her service and congratulate her on her retirement.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: L. DeLaney, 925-335-1097

By: , Deputy

cc:

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2013/55

RESOLUTION HONORING COMMISSIONER JOSANNA BERKOW on HER RETIREMENT FROM CONTRA COSTA SUPERIOR COURT

WHEREAS,

Commissioner Josanna Berkow retired at the end of November 2012 from her service to the people of Contra Costa County, after having served with great distinction on the Bench of the Contra Costa Superior Court for twenty years; and

WHEREAS,

Commissioner Josanna Berkow has rendered justice in countless family law cases, contributing through her wisdom and fairness to the well-being of innumerable children and parents; and

WHEREAS,

Commissioner Josanna Berkow received her Juris Doctor in 1977 from the University of Baltimore School of Law; and

WHEREAS,

Commissioner Josanna Berkow's legal career has also included service to a United States Senator, the Federal Labor Relations Authority, and the California Attorney General serving as the statewide coordinator on issues of child support and child abduction; and

WHEREAS,

Commissioner Josanna Berkow has also served since 2009 on the faculty of the John F. Kennedy University College of Law; and

WHEREAS,

Commissioner Josanna Berkow has been widely and effectively involved in teaching and training for judges, attorneys; and others on the full range of topics in family law and domestic violence, authoring a valuable guide publication for the bar and litigants; and

WHEREAS,

Commissioner Josanna Berkow has been active with numerous organizations working to improve the family law justice system and the provision of adequate services to children of troubled families (including the CJA Family Law Committee, the Judicial Council Advisory Committee, and Kid's Turn); and

WHEREAS,

Commissioner Josanna Berkow has been a close personal friend of numerous Judges, Commissioners, and other employees of the Court; and can easily walk the entire length of Carquinez Scenic Drive blindfolded;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County congratulates Commissioner Josanna Berkow on the occasion of her retirement, thanks her for her dedicated service to the people of this county, and extends to her and her family its best wishes for continued health, happiness and prosperity in the years to come.

FEDERAL D. GLOVER

Chair,
District V Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

MARY N. PIEPHO

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

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

ATTESTED: January 15, 2013

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors

From: Candace Andersen, Board of Supervisors District II

Date: January 15, 2013

Subject: Resolution honoring the Chinese American Cooperation
Council

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Lauri Byers, 925-957-8860

By: , Deputy

cc:

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2013/56

Recognizing and honoring the Chinese American Cultural Council on their 10th anniversary.

Whereas, since the founding of the Chinese American Cooperation Council in 2003, the organization has continuously thrived and become influential in the community, serving all of its citizens; and

Whereas, the dedicated volunteers of the Chinese American Cooperation Council have worked diligently to make all of the achievements possible today; and

Whereas, the Chinese American Cooperation Council promotes cultural heritage, enhances friendship in the Chinese American community and facilitates the cultural and business exchanges between the United States and China; and

Whereas, the Tenth Annual Chinese American Culture Day Celebration to celebrate the beginning of the Chinese Lunar Year of the Snake is a very meaningful tradition and the largest Chinese community event in the Tri-Valley area.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor and congratulate the Chinese American Cooperation Council on their 10th Year Anniversary for their dedication in the past and in the future.

FEDERAL D. GLOVER

Chair,
District V Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

MARY N. PIEPHO

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

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

ATTESTED: January 15, 2013

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors

From: David Twa, County Administrator

Date: January 15, 2013

Subject: Resolution Honoring Retiring Court Commissioner Robert L. Broughton

RECOMMENDATION(S):

Contra Costa County Superior Court Commissioner Robert L. Broughton retired at the end of December 2012 from his service to the people of Contra Costa County, and it is appropriate for the Board of Supervisors of Contra Costa County to honor his twenty-six years of service and congratulate him on his retirement.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: L. DeLaney, 925-335-1097

By: , Deputy

cc:

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2013/57

RESOLUTION HONORING CONTRA COSTA SUPERIOR COURT COMMISSIONER ROBERT L. BROUGHTON

WHEREAS,

Commissioner Robert L. Broughton retired at the end of December 2012 from his service to the people of Contra Costa County, after having served with great distinction on the Bench of the Contra Costa Superior Court for twenty-six years; and

WHEREAS,

Commissioner Robert L. Broughton has rendered justice in countless traffic, small claims and unlawful detainer cases and other civil cases, including civil harassment and domestic violence restraining matters; and

WHEREAS,

Commissioner Robert L. Broughton received his Juris Doctor in 1978 from San Joaquin College of Law, and his Master of Science in Criminology in 1976 from California State University, Fresno; and

WHEREAS,

Commissioner Robert L. Broughton's legal career has also included serving as a Deputy Public Defender in Contra Costa County (1982-1986), as a Deputy Public Defender in Tulare County (1979-1982), and as an Assistant Federal Defender in Sacramento (1980-1981); and

WHEREAS,

Commissioner Robert L. Broughton has also served as Faculty at California State University at Fresno (1974-1978), as Faculty for B.E. Witkin Judicial College (1996-2003), as a member of the Supreme Court Committee on Judicial Ethics Opinions Bench-Bar, as a member of the Coalition California Judges Association Legislative Committee, as a Para-Legal Technician with the National Park Service (1976), as an Investigator with the Public Defender's Office in Madera County (1974-1975), as a United States Postal Inspector (1971-1973), and as a Commissioned Officer who served with the highest honors in the United States Army (1966-1969);

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County congratulates Commissioner Robert L. Broughton on the occasion of his retirement, thanks him for his dedicated service to the people of this county and extends to him and his family its best wishes for continued health, happiness, and prosperity in the years to come.

FEDERAL D. GLOVER

Chair,
District V Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

MARY N. PIEPHO

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

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

ATTESTED: January 15, 2013

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors

From: David Twa, County Administrator

Date: January 15, 2013

Subject: RESOLUTION HONORING CONTRA COSTA SUPERIOR COURT COMMISSIONER JOEL H. GOLUB

RECOMMENDATION(S):

Contra Costa County Superior Court Commissioner Joel H. Golub retired at the end of December 2012 from his service to the people of Contra Costa County, and it is appropriate for the Board of Supervisors of Contra Costa County to honor his nineteen years of service and congratulate him on his retirement.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: L. DeLaney, 925-335-1097

By: , Deputy

cc:

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2013/58

RESOLUTION HONORING CONTRA COSTA SUPERIOR COURT COMMISSIONER JOEL H. GOLUB

WHEREAS,

Commissioner Joel H. Golub retired at the end of December 2012 from his service to the people of Contra Costa County, after having served with great distinction on the Bench of the Contra Costa Superior Court for nineteen years; and

WHEREAS,

Commissioner Joel H. Golub has rendered justice in countless traffic, small claims and unlawful detainer cases and other civil cases, including civil harassment and domestic violence restraining matters; and

WHEREAS,

Commissioner Joel H. Golub received his Juris Doctor in 1973 from the Brooklyn Law School; and

WHEREAS,

Commissioner Joel H. Golub received his Bachelor of Arts degree in History in 1970 from Northwestern University; and

WHEREAS,

Commissioner Joel H. Golub's legal career has also included private practice in a small law firm in San Francisco (1980-1993);

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County congratulates Commissioner Joel H. Golub on the occasion of his retirement, thanks him for his dedicated service to the people of this county and extends to him and his family its best wishes for continued health, happiness, and prosperity in the years to come.

FEDERAL D. GLOVER

Chair,
District V Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

MARY N. PIEPHO

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

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

ATTESTED: January 15, 2013

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: January 15, 2013

Subject: Resolution Honoring Retiring Superior Court Commissioner Stephen F. Houghton

RECOMMENDATION(S):

Contra Costa County Superior Court Commissioner Stephen F. Houghton retired at the end of November 2012 from his service to the people of Contra Costa County, and it is appropriate for the Board of Supervisors of Contra Costa County to honor his twenty-one years of service and congratulate him on his retirement.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: L. DeLaney, 925-335-1097

By: , Deputy

cc:

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2013/59

RESOLUTION HONORING CONTRA COSTA SUPERIOR COURT COMMISSIONER STEPHEN F. HOUGHTON

WHEREAS,

Commissioner Stephen F. Houghton retired at the end of November 2012 from his service to the people of Contra Costa County, after having served with great distinction on the Bench of the Contra Costa Superior Court for twenty-one years; and

WHEREAS,

Commissioner Stephen F. Houghton has rendered justice in countless traffic, small claims and unlawful detainer cases, other civil cases including civil harassment and domestic violence restraining matters, and most recently has presided over juvenile dependency and delinquency cases; and

WHEREAS,

Commissioner Stephen F. Houghton received his Juris Doctor in 1973 from the Southwestern University School of Law; and

WHEREAS,

Commissioner Stephen F. Houghton's legal career has also included serving as a Deputy Public Defender in Contra Costa County (1974-1979), and being in private practice with Houghton & Meaden (1979-1991) representing clients in both civil and criminal matters; and

WHEREAS,

Commissioner Stephen F. Houghton also served in the United States Army in Army Counterintelligence, as a Paratrooper and in the Domestic Disturbance Operation (1966-1969), and received a commendation medal for counterintelligence operations (1967);

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County congratulates Commissioner Stephen F. Houghton on the occasion of his retirement, thanks him for his dedicated service to the people of this county and extends to him and his family its best wishes for continued health, happiness, and prosperity in the years to come.

FEDERAL D. GLOVER

Chair,
District V Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

MARY N. PIEPHO

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

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

ATTESTED: January 15, 2013

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: January 15, 2013

Subject: Resolution Honoring Contra Costa Superior Court Commissioner Judith A. Sanders

RECOMMENDATION(S):

Contra Costa County Superior Court Commissioner Judith A. Sanders retired at the end of November 2012 from service to the people of Contra Costa County, and it is appropriate for the Board of Supervisors of Contra Costa County to honor her twenty-three years of service and congratulate her on her retirement.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: L. DeLaney, 925-335-1097

By: , Deputy

cc:

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2013/62

RESOLUTION HONORING CONTRA COSTA SUPERIOR COURT COMMISSIONER JUDITH A. SANDERS

WHEREAS,

Commissioner Judith A. Sanders retired in November 2012 from her service to the people of Contra Costa County, after having served with great distinction on the Bench of the Contra Costa Superior Court for twenty-three years; and

WHEREAS,

Commissioner Judith A. Sanders has rendered justice in civil matters including discovery motions, demurrers, civil ex parte matters; and

WHEREAS,

Commissioner Judith A. Sanders received her Juris Doctor in 1982 from the Hastings College of the Law; and

WHEREAS,

Commissioner Judith A. Sanders's legal career has also included working as a Legal Research Attorney for the Contra Costa Superior Court (1987-1989), as an independent contractor for the Lawsmiths (1985-1987), as an Attorney in private practice for Melvin M. Belli, Sr. (1982-1985), and as a Law Clerk and Independent Contractor in private practice for Rosenthal & Meyer (1980-1982); and

WHEREAS,

Commissioner Judith A. Sanders has also served as an Editor for the Department of Civil Engineering at the University of California at Berkeley (1973-1979), and as an Editor and Adjunct Faculty for the Department of Structural Engineering at the Lund Institute of Technology in Sweden (1978);

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County congratulates Commissioner Judith A. Sanders on the occasion of her retirement, thanks her for her dedicated service to the people of the county and extends to her and her family its best wishes for continued health, happiness, and prosperity in the years to come.

FEDERAL D. GLOVER

Chair,
District V Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

MARY N. PIEPHO

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

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

ATTESTED: January 15, 2013

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Ted Cwiek, Human Resources
Date: January 15, 2013

Subject: Introduce Ordinance No. 2013-05 Amend Ordinance Code To Exempt From The Merit System

RECOMMENDATION(S):

INTRODUCE Ordinance No. 2013-05 amending Section 33-5.413 of the County Ordinance Code to Exempt from the Merit System the classification of Labor Relations Manager-Exempt, waive the reading, and fix January 22, 2013 for adoption.

FISCAL IMPACT:

There is no cost associated with this action.

BACKGROUND:

The Labor Relations Department was reorganized in 2007, resulting in abolishing the Labor Relations Manager-Exempt (AGD1) classification. The Labor Relations Manager-Exempt position was replaced with the new class of Principal Labor Relations Negotiator-Exempt, to assist the Human Resources department in managing contract negotiations. An increase in and more complex contract negotiations currently necessitates establishing the Labor Relations Manager-Exempt classification to oversee the day-to-day operations of the Labor Relations Unit.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the department will not have adequate staff and resources in the Labor Relations Unit.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Ted Cwiek, (925)
335-1766

By: , Deputy

cc: Ted Cwiek, Gladys Scott Reid, Roxanne Mendoza

CHILDREN'S IMPACT STATEMENT:

No impact.

ORDINANCE NO. 2013-05

(Excluding Labor Relations Manager-Exempt from the merit system and deleting Principal Labor Relations Negotiator from the list of excluded classes)

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 33-5.413 of the County Ordinance Code is amended to exclude from the merit system the class of Labor Relations Manager-Exempt and to delete principal labor relations negotiator, to read:

33-5.413 Human resources.

(a) The assistant director of human resources-exempt is excluded and is appointed by the assistant county administrator-director of human resources.

(b) The employee benefits manager-exempt is excluded and is appointed by the assistant county administrator-director of human resources.

(c) The chief of labor relations-exempt and the labor relations manager-exempt are excluded and are appointed by the assistant county administrator-director of human resources.

(Ords. 2013-05, ' 1, 2007-02, ' 2, 2005-12, ' 1, 2003-10, ' 1.)

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

Board Chair

By: _____
Deputy

[SEAL]

POSITION ADJUSTMENT REQUEST

NO. 21219
DATE 10/21/2012

Department Human Resource

Department No./
Budget Unit No. 0035 Org No. 1315 Agency No. 05

Action Requested: Establish the Labor Relations Manager-Exempt (AGD1), reallocate to the salary schedule, and add one position. Abolish the Principal Labor Relations Negotiator-Exempt (AGH1) and cancel position #13163. Exempt the classification of Labor Relations Manager-Exempt (AGD1) from the Merit System in the Human Resource Department.

Proposed Effective Date: _____

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$0.00

Net County Cost \$0.00

Total this FY \$0.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT N/A

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Establish the classification of Labor Relations Manager-Exempt (AGD1) (unrepresented) and reallocate to the salary schedule at salary level B85 2020 (\$7,678-\$9,333) and add one (1) position. Abolish the classification of Principal Labor Relations Negotiator-Exempt (AGH1) and cancel one (1) position number 13163

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

- ☐ 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:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/10/2013

No. _____

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
 - ☐ a. Competitive examination(s)
 - ☐ b. Existing employment list(s) Which one(s)? _____
 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, Board of Supervisors District II
Date: January 15, 2013
Subject: APPOINTMENT TO THE FIRST 5 CONTRA COSTA CHILDREN AND FAMILIES
COMMISSION

RECOMMENDATION(S):

APPOINT the following individual to the District II Seat of the First 5 Contra Costa Children and Families Commission for a three-year term with an expiration date of August 16, 2015, as recommended by Supervisor Andersen:

Barbara Cappa
1441 Livorna Road
Alamo, CA 94507

FISCAL IMPACT:

None.

BACKGROUND:

The Contra Costa County Board of Supervisors established the First 5 Contra Costa Children and Families Commission on June 15, 1999 (Ordinance 99-15). The Board appointed nine Commission members and nine Alternate members on September 1, 1999.

Members include one Supervisor from the County Board of Supervisors, the directors of the County departments of Health Services and Employment and Human Services, and a representative from the County Administrator's Office of Children's Services. The other five members of the Commission are appointed by the Board of Supervisors

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Jill Ray, 925-957-8860

By: , Deputy

cc: District 2 Supervisor, Maddy Book, Appointee, Commission



Contra
Costa
County

To: Board of Supervisors

From: Candace Andersen, Board of Supervisors District II

Date: January 15, 2013

Subject: APPOINTMENTS TO THE ALAMO MUNICIPAL ADVISORY COUNCIL

RECOMMENDATION(S):

RE-APPOINT the following individuals to the following seats of the Alamo Municipal Advisory

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Jill Ray, 925-957-8860

By: , Deputy

cc: District 2 Supervisor, Maddy Book, Appointees

RECOMMENDATION(S): (CONT'D)

Council for four-year terms with an expiration date of December 31, 2016, as recommended by Supervisor Andersen:

Appointee 1 Seat
David Barclay
20 Golden Grass Court
Alamo, CA 94507

Appointee 2 Seat
Edward Best
146 Via Copla
Alamo, CA 94507

Appointee 3 Seat
David Bowlby
11 Jay Court
Alamo, CA 94507

Appointee 4 Seat
Anne Struthers
130 South Avenue
Alamo, CA 94507

Appointee 5 Seat
Janet Miller Evans
71 Chancellor Court
Alamo, CA 94507

Appointee 6 Seat
Michael McDonald
222 High Eagle Road
Alamo, CA 94507

Appointee 7 Seat
Steve Mick
6 La Sonoma Drive
Alamo, CA 94507

FISCAL IMPACT:

None.

BACKGROUND:

The Alamo MAC may advise the Board of Supervisors on services that are or may be provided to the Alamo community by Contra Costa County or other local government agencies. Such services include, but are not limited to, parks and recreation, lighting and landscaping, public health, safety, welfare, public works, code enforcement, land use and planning, transportation and other infrastructure. The Council may also provide input and reports to the District Supervisor, Board of Supervisors, County staff or any County hearing body on issues of concern to the community. The Council may represent the Alamo community before the Board of Supervisors, County Planning Commission and the Zoning Administrator. The Council may also represent the Alamo community before the Local Agency Formation Commission on proposed boundary changes affecting the community. The Council may advocate on parks and recreation issues to the Town of Danville and the San Ramon Valley Unified School District.

Supervisor Andersen recruited through public announcements for interested parties to apply to the Alamo MAC. Supervisor Andersen interviewed all the applicants, including the current members. She is very pleased to recommend the current Alamo MAC members to continue their fine work for another four years.

CONSEQUENCE OF NEGATIVE ACTION:

None.

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D.
Date: January 15, 2013

Subject: Declare Vacant Seat on Public and Environmental Health Advisory Board

RECOMMENDATION(S):

Declare vacant the Senior's Issue seat on the Public and Environmental Health Advisory Board (PEHAB); and Direct the Clerk of the Board to post the vacancy.

FISCAL IMPACT:

None.

BACKGROUND:

Mary Lou Laubscher was a member of PEHAB since 1999 and represented Seniors and Central Contra Costa especially the Monument Corridor. She is now deceased and her memorial will be held at the First Presbyterian Church of Concord on January 13, 2013.

The Public and Environmental Health Advisory Board (PEHAB) is a 19-member board appointed by the Board of Supervisors since 1986 to advise the Health Services Department on community needs. This community-oriented Board seeks diverse representation from throughout Contra Costa County and includes community members in the following representative categories: seniors, children/schools, business/industry, environmental organizations, labor and consumers. We also have local professionals representing local voluntary agencies, the medical provider community, and immigrant populations. These representatives provide broad community

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Wendel Brunner, MD,
313-6712

By: , Deputy

BACKGROUND: (CONT'D)

knowledge and a wealth of experience and expertise in the health and environmental fields.

PEHAB's mission is to identify community health needs and to make recommendations to the Health Services Department on how to address these needs. In order to accomplish this, PEHAB strives to anticipate emerging public health issues and advocates for policies, services, and programs that will improve the community's health.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will not be available to be filled by a new candidate.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors

From: Candace Andersen, Board of Supervisors District II

Date: January 15, 2013

Subject: APPOINTMENTS TO THE COUNTY SERVICE AREA P-2B CITIZENS ADVISORY COMMITTEE

RECOMMENDATION(S):

REAPPOINT the following individuals to the following seats of the County Service Area

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Jill Ray, 925-957-8860

By: , Deputy

cc: District 2 Supervisor, Maddy Book, CSA P-2B CAC, Appointees

RECOMMENDATION(S): (CONT'D)

P-2B Citizens Advisory Committee for two year terms with an expiration date of December 31, 2014, as recommended by Supervisor Andersen:

Appointee 2 Seat
William E. Nelson
1691 Cervato Circle
Alamo, CA 94507

Appointee 4 Seat
Cesare Ciatti
322 Alamo Square
Alamo, CA 94507

Appointee 8 Seat
Karen McPherson
1 Danala Farms
Alamo, CA 94507

APPOINT the following individual to the Appointee 6 Seat of the County Service Area P-2B Citizens Advisory Committee for a two year term with an expiration date of December 31, 2014, as recommended by Supervisor Andersen:

Appointee 6 Seat
David Dolter
3068 Okraider Drive
Alamo, CA 94507

FISCAL IMPACT:

None.

BACKGROUND:

Established on November 18, 1969, by Board Resolution 69/765, the purpose of the County Service Area P-2B Citizens Advisory Committee is to advise the Board of Supervisors and the Sheriff's Department on the needs of the Alamo/Danville community for extended police services which shall include, but not be limited to, enforcement of the State Vehicle Code, crime prevention, and litter control.

The County Service Area P-2B Citizens Advisory Committee is comprised of nine members who each serve a two year term. Supervisor Andersen advertised for applicants, met with each of the applicants, current members as well as new applicants, and is pleased to make these recommendations.

CONSEQUENCE OF NEGATIVE ACTION:

The CSA P-2B CAC will have four vacant seats.

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Board of Supervisors

From: Candace Andersen, Board of Supervisors District II

Date: January 15, 2013

Subject: REAPPOINTMENT TO THE COUNTY SERVICE AREA P-5 CITIZENS ADVISORY COMMITTEE

RECOMMENDATION(S):

REAPPOINT the following individuals to the following seats of the County Service Area

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Jill Ray, 925-957-8860

By: , Deputy

cc: District 2 Supervisor, Maddy Book, CSA P-5 CAC, Appointees



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Office of the Sheriff
Date: January 15, 2013

Subject: Appropriation Adjustment - Asset Forfeiture Funds for Sheriff Investigation Unit equipment

RECOMMENDATION(S):

APPROVE Appropriations and Revenue Adjustment No. 5048 authorizing the transfer of appropriations in the amount of \$133,100 from the Sheriff Narcotic Forfeiture Fund (0253) to the Sheriff Investigation unit (2535) for the purchase of miscellaneous equipment.

FISCAL IMPACT:

This action increases revenues and expenditures by \$133,100 with no change to net County cost. The new revenue is from the Sheriff Narcotic Forfeiture Fund (0253).

BACKGROUND:

The Sheriff's Investigation Unit is in need of additional and replacement equipment. Over time and with growth of the Division, there is a shortage of available equipment, and/or existing equipment has reached the end of its useful life. Additionally, the requested equipment is required to enhance safety and maintain consistency within the Division and the Department.

Asset Forfeiture Funds are equitably shared funds which can be used by law enforcement agencies for law enforcement purposes. This includes the costs associated with the purchase, lease, maintenance or operation of law enforcement equipment for use by law enforcement personnel that supports law enforcement activities.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Liz Arbuckle,
925-335-1529

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

No impact.

CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT
T/C 24

ACCOUNT CODING		BUDGET UNIT: (0255) Sheriff's Office			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
2535	9951	REIMBURSEMENTS GOV/GOV	133,100	00	
TOTALS			133,100	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: [Signature] DATE 11/9/13

COUNTY ADMINISTRATOR:

BY: [Signature] DATE 11/10/13

BOARD OF SUPERVISORS:

YES:

NO:

EXPLANATION OF REQUEST

To appropriate new revenue to Investigations for the purchase of equipment (Asset Forfeiture Funds).

[Signature] Dept. Fiscal Officer 1-2-13
SIGNATURE TITLE DATE

BY: _____ DATE _____

REVENUE ADJ.
JOURNAL NO.

RAOO

5048

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT

T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:



BOARD OF SUPERVISORS



COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: Sheriff's Office (0255)			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
2535	2479	OTHER SPECIAL DPMTAL EXP			64,137 00
2535	2131	MINOR FURNITURE/EQUIPMENT			21,678 00
2535	2270	MAINTENANCE -EQUIPMENT			47,285 00
TOTALS			0	00	133,100 00

APPROVED

AUDITOR-CONTROLLER:

BY:

[Signature]

DATE 1/9/13

COUNTY ADMINISTRATOR:

BY:

[Signature]

DATE 1/10/13

BOARD OF SUPERVISORS:

YES:

NO:

BY:

DATE

EXPLANATION OF REQUEST

To appropriate new revenue to Investigations for the
purchase of equipment (Asset Forfeiture Funds).

[Signature]

SIGNATURE

Dept.
Fiscal Officer

TITLE

DATE

1-2-13

APPROPRIATION

APOO

5048

ADJ. JOURNAL NO.



**Contra
Costa
County**

To: Board of Supervisors
From: Ted Cwiek, Human Resources
Date: January 15, 2013

Subject: Add one Community Health Worker Specialist position and cancel vacant Senior Health Education Specialist Project position #11847 in Health Svcs Dept

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21139 adding one permanent part-time Community Health Worker Specialist position and cancelling vacant Senior Health Education Specialist Project position #11847 in Public Health's Women, Infant, and Children's Division.

FISCAL IMPACT:

Upon approval of this action, there is an annual cost savings of approximately \$1,520.00.

BACKGROUND:

The Health Services Department is requesting to add one permanent part-time (30/40) Community Health Worker Specialist (VKTA) position at salary level QT5 1103 (\$3,097 - \$3,764) in the Women, Infant and Children's (WIC) Services Unit within the Public Health Division in order to provide health information to clients such as lactating counseling, infant care and clothing, dental health and nutrition. To offset the cost, the Department is cancelling vacant permanent part-time (20/40) Senior Health Education Specialist - Project (VMW5) position #11847

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Jo-Anne Linares, (925)
957-5246

By: , Deputy

cc:

BACKGROUND: (CONT'D)

at salary level QT5 1543 (\$4,788 - \$5,819). (Represented)

There is an annual cost savings of approximately \$1,520.00 upon approval of this action.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Department will not have adequate staffing levels to provide Mother and Infant health information services in Public Health.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

POSITION ADJUSTMENT REQUEST

NO. 21139
DATE 7/31/2012

Department Health Services Department

Department No./

Budget Unit No. 0450 Org No. 5828 Agency No. A18

Action Requested: ADD one permanent part-time (30/40) Community Health Worker Specialist position and CANCEL vacant permanent part-time (30/40) Senior Health Education Specialist - Project position #11827 in the Health Services Department.

Proposed Effective Date: 8/15/2012

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 (\$1,520.00)

Net County Cost _____

Total this FY (\$1,520.00)

N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Annual cost savings of \$1,520

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jo-Anne Linares

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

8/7/2012

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/7/2012

Exempt from Human Resources Review Under Delegation

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 8/7/2012

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☒ Other: Approve as requested by Department

Dorothy Sansoe

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



Contra
Costa
County

To: Board of Supervisors
From: Ted Cwiek, Human Resources
Date: January 15, 2013

Subject: Establish; Reallocate Salary and Add One Position; Abolish and Cancel One Position In
HR

RECOMMENDATION(S):

ADOPT Position Resolution Number 21219 to establish the classification of Labor Relations Manager-Exempt (AGD1) (unrepresented) and reallocate to the salary schedule at salary level B85 2020 (\$7,678-\$9,333) and add one (1) position. Abolish the classification of Principal Labor Relations Negotiator-Exempt (AGH1) and cancel one (1) position number 13163 in the Human Resources Department.

FISCAL IMPACT:

The action is cost neutral.

BACKGROUND:

The Labor Relations Department was reorganized in 2007, resulting in abolishing the Labor Relations Manager-Exempt (AGD1) classification. The Labor Relations Manager-Exempt position was replaced with the new class of Principal Labor Relations Negotiator-Exempt, to assist the Human Resources department in managing contract negotiations. An increase in and more complex contract negotiations currently necessitates establishing the Labor Relations Manager-Exempt classification to oversee the day-to-day operations of the Labor Relations Unit.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the department will not have adequate staff and resources in the Labor Relations Unit.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Ted Cwiek, (925)
335-1766

By: , Deputy

cc: Gladys Scott Reid, Roxana Mendoza, Ted Cwiek

CHILDREN'S IMPACT STATEMENT:

No Impact.

POSITION ADJUSTMENT REQUEST

NO. 21219
DATE 10/21/2012

Department Human Resource

Department No./
Budget Unit No. 0035 Org No. 1315 Agency No. 05

Action Requested: Establish the Labor Relations Manager-Exempt (AGD1), reallocate to the salary schedule, and add one position. Abolish the Principal Labor Relations Negotiator-Exempt (AGH1) and cancel position #13163. Exempt the classification of Labor Relations Manager-Exempt (AGD1) from the Merit System in the Human Resource Department.

Proposed Effective Date: _____

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$0.00

Net County Cost \$0.00

Total this FY \$0.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT N/A

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Establish the classification of Labor Relations Manager-Exempt (AGD1) (unrepresented) and reallocate to the salary schedule at salary level B85 2020 (\$7,678-\$9,333) and add one (1) position. Abolish the classification of Principal Labor Relations Negotiator-Exempt (AGH1) and cancel one (1) position number 13163

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.
☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

- ☐ 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:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/10/2013

No. _____

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____
6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
 - ☐ a. Competitive examination(s)
 - ☐ b. Existing employment list(s) Which one(s)? _____
 - ☐ c. Direct appointment of:
 - ☐ 1. Merit System employee who will be placed on leave from current job
 - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Ted Cwiek, Human Resources
Date: January 15, 2013
Subject: P300 #21193 Correction

RECOMMENDATION(S):

CORRECT action taken November 13, 2012, Item C.26, on Position Adjustment Resolution No. 21193 to add three (3) Clerk - Experienced Level (JWXB)(represented) positions at a salary level 3RH 0750 (\$2,608-\$3,236) in the office of the Treasurer-Tax Collector.

FISCAL IMPACT:

Upon approval, this action will result in a cost savings of approximately \$39,000 annually.

BACKGROUND:

The Department is requesting this action to correct and clarify errors made in effected position numbers. The original request was intended to add three (3) "permanent part-time" (30/40) positions instead of the permanent full-time (40/40) positions that resulted.

CONSEQUENCE OF NEGATIVE ACTION:

The Treasurer-Tax Collector's office will not have the staffing structure they need and they will not realize any cost savings.

CHILDREN'S IMPACT STATEMENT:

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Brice Bins, 957-2848

By: , Deputy

cc: Roxana Mendoza, Marta Goc, Brice Bins

POSITION ADJUSTMENT REQUEST

NO. 21193

DATE _____

Department No./

Department Treasurer-Tax CollectorBudget Unit No. 0015 Org No. 0015 Agency No. 15

Action Requested: CANCEL one (1) Accounting Technician (JD7A) position(#324), CANCEL one full-time Account Clerk - Advanced (JD7A) position (#308), ADD three (3) part-time (30/40) Clerk - Experienced Level (JWXB).

Proposed Effective Date: 11/30/2012Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost (\$39,001.59)Net County Cost (\$39,001.59)Total this FY (\$22,750.93)N.C.C. this FY (\$22,750.93)SOURCE OF FUNDING TO OFFSET ADJUSTMENT Position adjustments realize a cost savings.

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Russell Watts

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

CORRECT action taken November 13, 2012, Item C.26, on Position Adjustment Resolution No. 21193 to add three (3) Clerk - Experienced Level (JWXB)(represented) positions at a salary level 3RH 0750 (\$2,608-\$3,236)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

☐ 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:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 1/10/2013

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



Contra
Costa
County

To: Board of Supervisors

From: Ted Cwiek, Human Resources

Date: January 15, 2013

Subject: Add two Registered Nurse- Experienced Level Positions in the Health Services Department

RECOMMENDATION(S):

Adopt Position Adjustment Resolution No. 21228 to add two (2) Registered Nurse- Experienced Level (VWXD) positions, at salary level L3H 0400 (\$7091.26 - \$7903.79), in the Health Services Department.

FISCAL IMPACT:

Upon approval, this action will result in an annual cost of approximately \$276,448, including pension costs of \$60,418, and will be funded with Contra Costa Health Plan member premiums and the elimination of two temporary employees.

BACKGROUND:

Due to the significant increase of incoming referrals and authorization requests from Contra Costa Regional Medical Center, Contra Costa Health Plan's Utilization Management and Authorization Unit has employed two temporary registered nurses to process these various requests. The department has identified an ongoing need for these services; therefore, we are requesting to add two permanent Registered Nurse- Experienced Level positions. These two positions will be responsible for evaluating patient/member care needs such as, monitoring potential preventable admissions, transitions from Healthy Families, and incoming prior authorization and appeal requests, particularly those for position emission tomography scans and pain management.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Enid Mendoza, 957-5263

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the department will not be able to process health plan members' and providers' prior authorization and appeal requests timely, which impacts Contra Costa Health Plan patient care services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

POSITION ADJUSTMENT REQUEST

NO. 21228
DATE 1/2/2013

Department Health Services- CCHP

Department No./

Budget Unit No. 0860 Org No. 6109 Agency No. A18

Action Requested: ADD two (2) Registered Nurse-Experienced Level (VWXD) positions, at salary level L3H 0400 (\$7091.26 - \$7903.79), in the Health Services Department.

Proposed Effective Date: 1/16/2013

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 \$276,447.59

Net County Cost \$0.00

Total this FY \$138,223.79

N.C.C. this FY 0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Contra Costa Health Plan member premiums

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Enid Mendoza

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

1/7/2013

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegation

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 1/7/2013

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☒ Other: Approve as requested by department

Dorothy Sansoe

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



Contra
Costa
County

To: Board of Supervisors
From: Ted Cwiek, Human Resources
Date: January 15, 2013

Subject: County Welfare Director Salary Reallocation - Correct date

RECOMMENDATION(S):

CORRECT the Board Order approved on October 16, 2012 (C.54) adopting Position Resolution No. 21170 to reallocate the salary of the classification of County Welfare Director - Exempt (XAA2) from BD5, 2561 (\$13,119.26 - \$14,463.98) to BD5, 2592 (\$13,528.18 - \$16,443.59) on the salary schedule, to change the effective dated from October 1, 2012 to January 1, 2013.

FISCAL IMPACT:

The cost of this salary reallocation will be approximately \$23,800 per year. This reallocation is within the Employment and Human Services Department's fiscal year 2012 - 2013 budget.

BACKGROUND:

In April, 2012, the position of County Welfare Director - Exempt became vacant. Upon review of this classification's salary grade, duties and responsibilities, a salary survey was conducted of the nine Bay Area Counties. Based upon the results of the survey, it was determined that the salary level of this classification was below market value. In order to advertise and recruit and hire a very qualified candidate for this critical position

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Ted Cwiek, (925)
335-1766

By: , Deputy

cc:

BACKGROUND: (CONT'D)

within the County, it was determined that a salary reallocation was necessary. This salary reallocation contains \$600.00 per month in lieu of compensation previously provided as a car allowance.

In addition to the current duties and responsibilities of this position, the new Director will also be responsible for anticipating changes in how health care reform services are provided. These changes will require increased collaboration and integration between the Employment and Human Services Department and the Health Services Department. This position will also be responsible for building collaborative partnerships with the County's public safety and justice partners, supporting the requirements placed on the County by the state for returning prisoners and for diverting persons from the state prison system.

CONSEQUENCE OF NEGATIVE ACTION:

The salary reallocation will apply to the acting Director, which is not intended

CHILDREN'S IMPACT STATEMENT:

None.

POSITION ADJUSTMENT REQUEST

NO. **21170-Corrected**DATE 10/2/2012Department Employment and Human Services

Department No./

Budget Unit No. 0501 Org No. 5110 Agency No. 19

Action Requested: ADOPT Position Resolution No. 21170 to reallocate the salary of the classification of County Welfare Director - Exempt (XAA2) from BD5, 2561 (\$13,119.26 - \$14,463.98) to BD5, 2592 (\$13,528.18 - \$16,443.59).

Proposed Effective Date: ~~10/1/2012~~ **01/01/13**Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$23,800.00Net County Cost \$2,380.00Total this FY \$12,000.00N.C.C. this FY \$1,200.00SOURCE OF FUNDING TO OFFSET ADJUSTMENT 45% Federal, 45% State, 10% County

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Ted Cwiek

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

David Twa

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 3/28/2012

ADOPT Position Resolution No. to reallocate the salary of the classification of County Welfare Director - Exempt (XAA2) from BD5, 2561 (\$13,119.26 - \$14,463.98) to BD5, 2592 (\$13,528.18 - \$16,443.59).

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action.☒ 10/1/2012-01/01/2013 (Date)

Ted Cwiek

10/2/2012

(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: _____

David Twa

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐David J. Twa, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 12/13/2012

No. _____

1. Project Positions Requested:
1
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



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Approve an Increase in the Purchase Limit with Caltronics Business Systems

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or Designee, on behalf of the Public Works Director, to execute an amendment to a purchase order with Caltronics Business Systems to increase the amount payable by \$220,000 to a new total of \$370,000 for lease and copy charges of a color printer, Countywide.

FISCAL IMPACT:

The cost of equipment and usage is charged back to user departments. Print & Mail Services is a zero net county cost operation.

BACKGROUND:

The lease of the Konica-Minolta C7000 color printer allows Print & Mail Services to produce high quality prints and copies. Color prints and copies are provided to departments at lower than market prices.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, costs for printing services may increase.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: David Gould
925-313-2151

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors

From: William Walker, M.D., Health Services

Date: January 15, 2013

Subject: Novation Contract #24-243-53 with R.E.A.C.H. Project

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-243-53 with R.E.A.C.H. Project, a non-profit corporation, in an amount not to exceed \$700,067, to provide drug abuse prevention and treatment services for the period from July 1, 2012 through June 30, 2013. This Contract includes a six-month automatic extension through December 31, 2013, in an amount not to exceed \$350,033.

FISCAL IMPACT:

This Contract is funded 63% by Federal Substance Abuse Prevention and Treatment (SAPT) Set-Aside grants, 16% by Federal Drug Medi-Cal (DMC), 16% by State DMC, and 5% by County Juvenile Probation. (Rate increases)

BACKGROUND:

This Contract meets the social needs of County's population by providing specialized substance abuse treatment and prevention programs to help clients to achieve and maintain sobriety and to experience the associated benefits of self-sufficiency, family reunification, cessation of criminal activity and productive engagement in the community. On August 16, 2011, the Board of

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Cynthia Belon 957-5201

By: , Deputy

cc: D Morgan, D Gary

BACKGROUND: (CONT'D)

Supervisors approved Contract #24-243-52 with R.E.A.C.H. Project for the period from July 1, 2011 through June 30, 2012, which included a six-month automatic extension through December 31, 2012, for the provision of drug abuse prevention and treatment services at Contractor's facilities throughout East County.

Approval of Novation Contract #24-243-53 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2013.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's Clients will not get the alcohol and other drugs treatment services that they need and may be a risk for incarceration.

CHILDREN'S IMPACT STATEMENT:

This prevention and treatment 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 addicted youth being provided an opportunity to prevent or recover from the effects of alcohol or other drug use, become self sufficient, and return to their families as productive individuals.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D.
Date: January 15, 2013

Subject: Novation Contract #24-535-33 with Discovery Counseling Center of the San Ramon Valley, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-535-33 with Discovery Counseling Center of the San Ramon Valley, Inc., a non-profit corporation, in an amount not to exceed \$119,988, for the provision of alcohol and drug abuse prevention programs for the period from July 1, 2012 through June 30, 2013. This Contract includes a six-month automatic extension through December 31, 2013, in an amount not to exceed \$59,994.

FISCAL IMPACT:

This Contract is funded 100% by Federal Substance Abuse Prevention and Treatment. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population in that it provides specialized substance abuse prevention programs so that youth are provided an opportunity to prevent or recover from the effects of alcohol or other drug use, become self sufficient, and return to their families as productive individuals.

On August 9, 2011, the Board of Supervisors approved Novation Contract #24-535-32 with Discovery Counseling Center of the San Ramon Valley, Inc. for the

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Cynthia Belon, 957-5201

By: , Deputy

cc: D Morgan, D Gary

BACKGROUND: (CONT'D)

period from July 1, 2011 through June 30, 2012, which included a six-month automatic extension through December 31, 2012, to provide specialized, for the provision of alcohol and drug abuse prevention services.

Approval of Novation Contract #24-535-33 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2013.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, substance abuse prevention program services for youth and their families in the south county region will not be provided.

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).



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: January 15, 2013

Subject: Novation Contract #24-705-57 with We Care Services for Children

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-705-57 with We Care Services for Children, a non-profit corporation, in an amount not to exceed \$1,483,349, to provide wrap-around, day treatment and mental health services for high risk, delayed or emotionally disturbed children, for the period from July 1, 2012 through June 30, 2013. This Contract includes a six-month automatic extension through December 31, 2013, in an amount not to exceed \$440,000.

FISCAL IMPACT:

This Contract is funded 43% by Federal Financial Participation, 40% by County Realignment and 17% by First Five. (Rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing a day treatment program at Contractor's Barbara Milliff Center in Concord for preschool children with measurable delays in interpersonal, social/emotional, language and cognitive development or children who are at risk for such delays, including abused, developmentally delayed, emotionally disturbed and environmentally deprived children who do not meet the criteria for any categorical funding source for

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Cynthia Belon, 957-5201

By: , Deputy

cc: D Morgan, D Gary

BACKGROUND: (CONT'D)

services.

On January 17, 2012, the Board of Supervisors approved Novation Contract #24-705-56 with We Care Services for Children, for the period from July 1, 2011 through June 30, 2012, which included a six-month automatic extension through December 31, 2012, for the provision of wrap-around, day treatment and mental health services for high risk, delayed or emotionally disturbed children.

Approval of Novation Contract #24-705-57 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2013.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, SED children within Contra Costa County will have reduced access to mental health services as the County solicits and engages an alternative Contractor.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra
Costa
County

To: Board of Supervisors

From: William Walker, M.D., Health Services

Date: January 15, 2013

Subject: Novation Contract #24-707-52 with Contra Costa ARC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-707-52 with Contra Costa ARC, a non-profit corporation, in an amount not to exceed \$1,449,685, to provide wrap-around, day treatment and mental health services, for the period from July 1, 2012 through June 30, 2013. This Contract includes a six-month automatic extension through December 31, 2013, in an amount not to exceed \$423,168.

FISCAL IMPACT:

This Contract is funded 43% by Federal Financial Participation, 40% by County Realignment and 17% by First Five. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing a day treatment program for preschoolers with measurable delays in interpersonal, social/emotional, language and cognitive development for children who are at risk for such delays, included are abused, developmentally delayed, emotionally disturbed and environmentally deprived children who do not meet the criteria for any categorical funding source for services.

On December 6, 2011, the Board of Supervisors

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Cynthia Belon, 957-5201

By: , Deputy

cc: D Morgan, D Gary

BACKGROUND: (CONT'D)

approved Novation Contract #24-707-51 with Contra Costa ARC, for the period from July 1, 2011 through June 30, 2012, which included a six-month automatic extension through December 31, 2012, for the provision of day treatment services for high risk, delayed, or emotionally disturbed children at the Lynn Center.

Approval of Novation Contract #24-707-52 replaces the automatic extension under the prior Contract, and allows the Contractor to continue providing services through June 30, 2013.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, SED children within Contra Costa County will have reduced access to mental health services as the County solicits and engages an alternative Contractor.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: January 15, 2013
Subject: Contract #27-534-4 with Epocrates, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-534-4 with Epocrates, Inc., a corporation, in an amount not to exceed \$31,500, to provide administration services for the Health Plan's drug formulary, for the period from January 1, 2013 through December 31, 2015.

FISCAL IMPACT:

This Contract is funded 100% by Member Premiums. (No rate increase)

BACKGROUND:

The Contra Costa Health Plan has been continually initiating cost reduction measures to promote affordable healthcare in Contra Costa County. Recent years have seen a dramatic rise in the cost associated with drug formularies. Under this Contract, the Contractor provides an electronic drug formulary to be downloaded to providers' handheld computers. This reduces drug costs by allowing providers to select approved medications, from the Health Plan's Drug Formulary, by selecting generic versus costly name brand drugs. On January 26, 2010, the Board of Supervisors approved

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Patricia Tanquary
313-6004

By: , Deputy

cc: D Morgan, D Gary

BACKGROUND: (CONT'D)

Contract #27-534-3 with Epocrates, Inc., for the period from January 1, 2010 through December 31, 2012, for the provision of administration services for the Health Plan's Drug Formulary.

Approval of Contract #27-534-4 will allow the Contractor to continue providing services through December 31, 2015, including mutual indemnification to hold harmless both parties for any claims arising out of the performance of this contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, administration services for the Health Plan's Drug Formulary, will not be provided by this Contractor.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D.
Date: January 15, 2013

Subject: Novation Contract #74-377-3 with RYSE, Inc., a California Nonprofit Corporation

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-377-3 with RYSE, Inc., a California Nonprofit Corporation, in an amount not to exceed \$430,121, to provide Mental Health Services Act (MHSA) prevention and early intervention services for the period from July 1, 2012 through June 30, 2013. This Contract includes a six-month automatic extension through December 31, 2013, in an amount not to exceed \$215,060.

FISCAL IMPACT:

This Contract is funded 100% by Proposition 63/MHSA. No County funds are required. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by engaging participants in deeper, transformative work that recognizes and addresses the histories and inequitable burden of trauma and violence experienced in West Contra Costa County and providing harm reduction presentations to schools, community organizations, and public agencies; street-based outreach, monthly cultural events, and monthly membership meetings.

On January 10, 2012, the Board of Supervisors approved

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Cynthia Belon 957-5201

By: , Deputy

cc: D Morgan, D Gary

BACKGROUND: (CONT'D)

Contract #74-377-2 with RYSE, Inc., a California Nonprofit Corporation, for the period from July 1, 2011 through June 30, 2012, which included a six-month automatic extension through December 31, 2012, for the provision of MHSA prevention and early intervention services.

Approval of Novation Contract #74-377-3 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2013.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contractor will not provide the health and wellness program which provides youth centered assessment goal setting, support and wellness services or the trauma response and resilience system providing support and response to incidents of violence to diverse cultural communities in West Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

This MHSA-PEI program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include increases in social connectedness, communication skills, parenting skills, and knowledge of the human service system in Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D.
Date: January 15, 2013

Subject: Contract #27-791-2 with Verisk Health, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or designee, to execute, on behalf of the County, Contract #27-791-2 with Verisk Health, Inc., a corporation, in an amount not to exceed \$195,000, to provide consultation and technical assistance with regard to data analysis services for Healthcare Effectiveness Data and Information Set (HEDIS) projects and annual reports for the period from November 1, 2012 through October 31, 2015.

FISCAL IMPACT:

This Contract is funded 100% CCHP Member Premiums in Enterprise Fund III. This renewal contract includes a rate increase.

BACKGROUND:

The Contra Costa Health Plan (Health Plan) is required by contractual obligations and State requirements to provide annual Healthcare Effectiveness Data and Information Set (HEDIS) data analysis and reports.

In March 2010, the County Administrator approved and the Purchasing Services Manager executed contract #27-791, as amended by Amendment/Extension Agreement #27-791-1

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Patricia Tanquary
925-313-6008

By: , Deputy

cc: K Cyr, D Gary

BACKGROUND: (CONT'D)

with Verisk Health, Inc. to provide consultation and technical assistance with regard to data analysis services for HEDIS projects and annual reports through October 31, 2012.

Approval of Contract #27-791-2 will allow the Contractor to continue providing data analysis services for HEDIS projects and annual reports through October 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, Contractor will not continue providing HEDIS analysis and reporting services, and the Health Plan will not be able to meet its contractual and State requirements.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Adopt Resolution of Acceptance and Notice of Completion for Trade Package 2A for the West County Health Center Project, San Pablo

RECOMMENDATION(S):

ADOPT Resolution No. 2013/37 accepting as complete the construction contract work performed by Concord Iron Works, Inc. for Trade Package 2A, consisting of structural steel & metal decking for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director.

DIRECT the Clerk of the Board to file with the County Recorder a certified copy of Resolution No. 2013/37 no later than ten (10) days after adoption.

FISCAL IMPACT:

There is no direct fiscal impact resulting from the adoption of the Resolution of Acceptance and Notice of Completion, but the adoption and recording will limit the period for filing stop payment notices and bond claims on this trade contract.

BACKGROUND:

The West County Health Center ("WCHC") project involves constructing a new 53,000-square-foot health center plus an adjacent 310 stall parking structure. The project has been successfully completed and the facilities are in full operation.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Rob lim, 925-313-2000

By: , Deputy

BACKGROUND: (CONT'D)

On the dates listed in Exhibit A, the County entered into various trade contracts for construction of the project including the trade contract with Concord Iron Works, Inc. for Trade Package 2A.

The above trade contract has been completed in accordance with the approved plans and specifications. It is recommended that the work covered by the trade contract be accepted by adopting a Resolution of Acceptance and Notice of Completion (Resolution No. 2013/37).

CONSEQUENCE OF NEGATIVE ACTION:

Accepting a construction contract as complete is standard procedure and allows for proper close-out of the contract. If the above trade contract is not accepted as complete, the period of filing stop payment notices and bond claims may be extended.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Recorded at the request of: Clerk of Board of Supervisors

Return To: Capital Projects Management 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 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2013/37

In the Matter of Accepting and Giving Notice of Completion of Trade Contract with Concord Iron Works, Inc., Authorization No. 0927-WH554B.

WHEREAS, on April 12, 2011, the County contracted with Concord Iron Works, Inc. as general contractor, with Contractors Bonding and Insurance Company as surety, for Trade Package 2A, consisting of structural steel and metal decking, for work to be performed on the West County Health Center project, located on County property at 13601 San Pablo Avenue, San Pablo, CA; and

WHEREAS, the Public Works Director reports that the contract work for Trade Package 2A has been inspected and complies with the approved plans and specification and recommends its acceptance as completed as of December 17, 2012.

NOW, THEREFORE, BE IT RESOLVED that:

1. The contract work for Trade Package 2A of the West County Health Center project is accepted as recommended above; and
2. Within ten (10) days after adoption of this Resolution, the Clerk of the Board shall file with the County Recorder a certified copy of this Resolution as a Notice of Completion for Trade Package 2A.

Contact: Rob lim, 925-313-2000

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

ATTESTED: January 15, 2013

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

By: , Deputy

cc: PW Accounting, PW CPM Division Manager, PW CPM Project Manager, PW CPM clerical, Auditor's Office, County Counsel's Office, County Administrator Office, County Administrator Office

Exhibit A

Trade Contractor/Trade Package	Scope of Work	Surety Company	Contract Date
Concord Iron Works, Inc. Trade Contract 2A	Structural Steel & Metal Decking	Contractors Bonding & Insurance Company	4/12/2011
Gonsalves & Santucci Inc. dba Conco - Trade Contract 2B	Concrete/Rebar	Travelers Casualty & Surety Company of America	5/3/2011
Concord Iron Works, Inc.- Trade Contract 3A	Miscellaneous Metal/Stairs	Contractors Bonding & Insurance Company	7/26/2011
Pace Drywall, Inc. -Trade Contract3C	Drywall/Plaster	Great American Insurance Company	7/26/2011
W.L. Hickey Sons, Inc.- Trade Contract 3E	Plumbing	Travelers Casualty & Surety Company of America	7/26/2011
Red Top Electric Co, Emeryville - Trade Contract 3G	Electrical	The Guarantee Company of North America USA	7/26/2011
Golden State Carpet Service, Inc. -Trade Contract 5C	Flooring	International Fidelity Insurance Company	1/10/2012
D.W. Nicholson Corporation- Trade Contract 6A	Overhead Coiling Doors & Grills	Western Surety Company	10/6/20 11
Sasco- Trade Contract 7B	Communication Systems	Safeco Insurance Company of America	4/17/2012



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: January 15, 2013

Subject: Contract #26-977-13 with Diablo Valley Oncology and Hematology Medical Group

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-977-13 with Diablo Valley Oncology and Hematology Medical Group, a corporation, in an amount not to exceed \$300,000 to provide urology services to patients at Contra Costa Regional Medical Center and Contra Costa Health Centers for the period of November 1, 2012 through October 31, 2015.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise Fund I. No rate increase.

BACKGROUND:

On November 3, 2009, the Board of Supervisors approved Contract #26-977-9 (as amended by Amendment Agreement #26-977-10, and 26-977-12) with Pacific Urology for the period from November 1, 2009 through October 31, 2011, for the provision of urology services to patients at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC) including, but not limited to, clinic coverage, consultation, training, on-call, ultra sound, evaluation and management services, and medical and/or surgical procedures. In April 2012, Assignment #26-977-11 assigned rights from Pacific Urology

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: David Goldstein, M.D.,
370-5525

By: , Deputy

cc: Tasha Scott, Dgary

BACKGROUND: (CONT'D)

to Diablo Valley Oncology and Hematology Medical Group.

Approval of Contract #26-977-13 will allow Contractor to continue to provide on-call coverage for urology services at CCRMC including, but not limited to, clinic coverage, consultation, training, on-call, ultra sound, evaluation and management services, and medical and/or surgical procedures through October 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, this physician would not be able to be reimbursed for additional general surgery services provided at Contra Costa Regional Medical and Contra Costa Health Centers.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher
Date: January 15, 2013
Subject: Procurement of Fujitsu
Scanners

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute a purchase order with Omni Pro, Inc., on behalf of the Employment and Human Services Department, Information Technology Unit, in the amount not to exceed \$188,216 to procure 180 Fujitsu Scanners.

FISCAL IMPACT:

\$188,216: Administrative Overhead (10% County; 45% State; 45% Federal)

BACKGROUND:

The purchased scanners will be used to provide replacement spares in lieu of expensive maintenance of existing Cannon Scanners and to provide scanners in support of the Office of the Future initiative. The Employment and Human Services Department (EHSD) tested a variety of scanners and the Fujitsu scanners met EHSD's need for performance, reliability, and compatibility.

CONSEQUENCE OF NEGATIVE ACTION:

EHSD will not have reliable scanners to support current usage and support Office of the Future requirements.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Earl Maciel 3-1648

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

None



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Adopt Resolution of Acceptance and Notice of Completion for Trade Package 2B for the West County Health Center Project, San Pablo.

RECOMMENDATION(S):

ADOPT Resolution No. 2013/39 accepting as complete the construction contract work performed by Gonsalves & Santucci Inc., dba Conco, for Trade Package 2B, consisting of concrete and rebar for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director.

DIRECT the Clerk of the Board to file with the County Recorder a certified copy of of Resolution No. 2013/37 no later than ten (10) days after adoption.

FISCAL IMPACT:

There is no direct fiscal impact resulting from the adoption of the Resolution of Acceptance and Notice of Completion, but the adoption and recording will limit the period for filing stop payment notices and bond claims on this trade contract.

BACKGROUND:

The West County Health Center ("WCHC") project involves constructing a new 53,000-square-foot

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Rob Lim, 925-313-2000

By: , Deputy

Recorded at the request of: clerk of the Board of Supervisors

Return To: Capital Projects Management 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 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2013/39

IN THE MATTER OF Accepting and Giving Notice of Completion of Trade Contract with Gonsalves & Santucci Inc., dba Conco, Authorization No. 0927-WH554B.

WHEREAS, on May 3, 2011, the County contracted with Gonsalves & Santucci Inc., dba Conco as general contractor, with Travelers Casualty and Surety Company of America as surety, for Trade Package 2B, consisting of concrete/rebar, for work to be performed on the West County Health Center project, located at 13601 San Pablo Avenue, San Pablo, CA, and

WHEREAS, the Public Works Director reports that the contract work for Trade Package 2B has been inspected and complies with the approved plans and specification and recommends its acceptance as completed as of December 17, 2012.

NOW, THEREFORE, BE IT RESOLVED that:

1. The contract work for Trade Package 2B of the West County Health Center project is accepted as recommended above; and
2. Within ten (10) days after adoption of this Resolution, the Clerk of the Board shall file with the County Recorder a certified copy of this Resolution as a Notice of Completion for Trade Package 2B.

Contact: Rob Lim, 925-313-2000

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

ATTESTED: January 15, 2013

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

By: , Deputy

cc: PW Accounting, PW CPM Division Manager, PW CPM Project Manager, PW CPM Clerical, Auditors, County Counsel, CAO, CAO

Exhibit A

Trade Contractor/Trade Package	Scope of Work	Surety Company	Contract Date
Concord Iron Works, Inc. Trade Contract 2A	Structural Steel & Metal Decking	Contractors Bonding & Insurance Company	4/12/2011
Gonsalves & Santucci Inc. dba Conco - Trade Contract 2B	Concrete/Rebar	Travelers Casualty & Surety Company of America	5/3/2011
Concord Iron Works, Inc.- Trade Contract 3A	Miscellaneous Metal/Stairs	Contractors Bonding & Insurance Company	7/26/2011
Pace Drywall, Inc. -Trade Contract 3C	Drywall/Plaster	Great American Insurance Company	7/26/2011
W.L. Hickey Sons, Inc.- Trade Contract 3E	Plumbing	Travelers Casualty & Surety Company of America	7/26/2011
Red Top Electric Co, Emeryville - Trade Contract 3G	Electrical	The Guarantee Company of North America USA	7/26/2011
Golden State Carpet Service, Inc. -Trade Contract 5C	Flooring	International Fidelity Insurance Company	1/10/2012
D.W. Nicholson Corporation- Trade Contract 6A	Overhead Coiling Doors & Grills	Western Surety Company	10/6/2011
Sasco- Trade Contract 7B	Communication Systems	Safeco Insurance Company of America	4/17/2012



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Adopt Resolution of Acceptance and Notice of Completion for Trade Package 3A for the West County Health Center Project, San Pablo

RECOMMENDATION(S):

ADOPT Resolution No. 2013/40 accepting as complete the construction contract work performed by Concord Iron Works, Inc. for Trade Package 3A, for miscellaneous metal/stairs for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director.

DIRECT the Clerk of the Board to file with the County Recorder a certified copy of Resolution No. 2013/40 no later than ten (10) days after adoption.

FISCAL IMPACT:

There is no direct fiscal impact resulting from the adoption of the Resolution of Acceptance and Notice of Completion, but the adoption and recording will limit the period for filing stop payment notices and bond claims on this trade contract.

BACKGROUND:

The West County Health Center ("WCHC") project involves constructing a new 53,000-square-foot

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Rob Lim, 925-313-2000

By: , Deputy

Recorded at the request of: clerk of the Board of Supervisors

Return To: Capital Projects Management 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 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2013/40

IN THE MATTER OF Accepting and Giving Notice of Completion of Trade Contract with Concord Iron Works, Inc.,
Authorization No. 0927-WH554B.

WHEREAS, the County, on July 26, 2011, contracted with Concord Iron Works, Inc. as a general contractor, with Contractors Bonding and Insurance Company as surety, for Trade Package 3A, consisting of miscellaneous metal/stairs, for work to be performed on the West County Health Center project, on County property located at 13601 San Pablo Avenue, San Pablo, CA, and

WHEREAS, the Public Works Director reports that the contract work with Trade Package 3A has been inspected and complies with the approved plans and specification, and recommends its acceptance as completed as of December 3, 2012.

NOW, THEREFORE, BE IT RESOLVED that:

1. The contract work for Trade Package 3A of the West County Health Center project is accepted as recommended above; and
2. Within ten (10) days after adoption of this Resolution, the Clerk of the Board shall file with the County Recorder a certified copy of this Resolution as a Notice of Completion for Trade Package 3A.

Contact: Rob Lim, 925-313-2000

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

ATTESTED: January 15, 2013

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

By: , Deputy

cc: PW Accounting, PW CPM Division Manager, PW CPM Project Manager, PW CPM clerical, Auditors, County Counsel, CAO, CAO

Exhibit A

Trade Contractor/Trade Package	Scope of Work	Surety Company	Contract Date
Concord Iron Works, Inc. Trade Contract 2A	Structural Steel & Metal Decking	Contractors Bonding & Insurance Company	4/12/2011
Gonsalves & Santucci Inc. dba Conco - Trade Contract 2B	Concrete/Rebar	Travelers Casualty & Surety Company of America	5/3/2011
Concord Iron Works, Inc.- Trade Contract 3A	Miscellaneous Metal/Stairs	Contractors Bonding & Insurance Company	7/26/2011
Pace Drywall, Inc. -Trade Contract 3C	Drywall/Plaster	Great American Insurance Company	7/26/2011
W.L. Hickey Sons, Inc.- Trade Contract 3E	Plumbing	Travelers Casualty & Surety Company of America	7/26/2011
Red Top Electric Co, Emeryville - Trade Contract 3G	Electrical	The Guarantee Company of North America USA	7/26/2011
Golden State Carpet Service, Inc. -Trade Contract 5C	Flooring	International Fidelity Insurance Company	1/10/2012
D.W. Nicholson Corporation- Trade Contract 6A	Overhead Coiling Doors & Grills	Western Surety Company	10/6/2011
Sasco- Trade Contract 7B	Communication Systems	Safeco Insurance Company of America	4/17/2012



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Adopt Resolution of Acceptance and Notice of Completion for Trade Package 3C for the West County Health Center Project, San Pablo

RECOMMENDATION(S):

ADOPT Resolution No. 2013/41 accepting as complete the construction contract work performed by Pace Drywall, Inc. for Trade Package 3C, consisting of drywall/plaster for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director.

DIRECT the Clerk of the Board to file with the County Recorder a certified copy of Resolution No. 2013/41 no later than ten (10) days after adoption.

FISCAL IMPACT:

There is no direct fiscal impact resulting from the adoption of the Resolution of Acceptance and Notice of Completion, but the adoption and recording will limit the period for filing stop payment notices and bond claims on this trade contract.

BACKGROUND:

The West County Health Center ("WCHC") project involves constructing a new 53,000-square-foot health center plus an adjacent 310 stall parking structure. The project has been successfully completed and the facilities are in full operation. The County entered into numerous trade contracts

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Rob Lim, 925-313-2000

By: , Deputy

Recorded at the request of: clerk of the Board of Supervisors

Return To: Capital Projects Management 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 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2013/41

IN THE MATTER OF Accepting and Giving Notice of Completion of Trade Contract with Pace Drywall, Inc., Authorization No. 0927-WH554B.

WHEREAS, the County, on July 26, 2011, contracted with Pace Drywall Inc. as general contractor, with Great American Insurance Company as surety, for Trade Package 3C, consisting of drywall/plaster, for work to be performed on the West County Health Center project, on County property located at 13601 San Pablo Avenue, San Pablo, CA, and

WHEREAS, the Public Works Director reports that the contract work for Trade Package 3C has been inspected and complies with the approved plans and specification, and recommends its acceptance as completed as of December 17, 2012.

NOW, THEREFORE, BE IT RESOLVED that:

1. The contract work for Trade Package 3C of the West County Health Center project is accepted as recommended above; and
2. Within ten (10) days after adoption of this Resolution, the Clerk of the Board shall file with the County Recorder a certified copy of this Resolution as a Notice of Completion for Trade Package 3C.

Contact: Rob Lim, 925-313-2000

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

ATTESTED: January 15, 2013

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

By: , Deputy

cc: PW Accounting, PW CPM Division Manager, PW CPM Project Manager, PW CPM clerical, Auditors, County Counsel, CAO, CAO

Exhibit A

Trade Contractor/Trade Package	Scope of Work	Surety Company	Contract Date
Concord Iron Works, Inc. Trade Contract 2A	Structural Steel & Metal Decking	Contractors Bonding & Insurance Company	4/12/2011
Gonsalves & Santucci Inc. dba Conco - Trade Contract 2B	Concrete/Rebar	Travelers Casualty & Surety Company of America	5/3/2011
Concord Iron Works, Inc.- Trade Contract 3A	Miscellaneous Metal/Stairs	Contractors Bonding & Insurance Company	7/26/2011
Pace Drywall, Inc. -Trade Contract 3C	Drywall/Plaster	Great American Insurance Company	7/26/2011
W.L. Hickey Sons, Inc.- Trade Contract 3E	Plumbing	Travelers Casualty & Surety Company of America	7/26/2011
Red Top Electric Co, Emeryville - Trade Contract 3G	Electrical	The Guarantee Company of North America USA	7/26/2011
Golden State Carpet Service, Inc. -Trade Contract 5C	Flooring	International Fidelity Insurance Company	1/10/2012
D.W. Nicholson Corporation- Trade Contract 6A	Overhead Coiling Doors & Grills	Western Surety Company	10/6/2011
Sasco- Trade Contract 7B	Communication Systems	Safeco Insurance Company of America	4/17/2012



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Adopt Resolution of Acceptance and Notice of Completion for Trade Package 3E for the West County Health Center Project, San Pablo.

RECOMMENDATION(S):

ADOPT Resolution No. 2013/42 accepting as complete the construction contract work performed by W.L. Hickey Sons, Inc. for Trade Package 3E, consisting of plumbing for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director.

DIRECT the Clerk of the Board to file with the County Recorder a certified copy of Resolution No. 2013/42 no later than ten (10) days after adoption.

FISCAL IMPACT:

There is no direct fiscal impact resulting from the adoption of the Resolution of Acceptance and Notice of Completion, but the adoption and recording will limit the period for filing stop payment notices and bond claims on this trade contract.

BACKGROUND:

The West County Health Center ("WCHC") project involves constructing a new 53,000-square-foot

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Rob Lim, 925-313-2000

By: , Deputy

Recorded at the request of: clerk of the Board of Supervisors

Return To: Capital Projects Management 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 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2013/42

IN THE MATTER OF Accepting and Giving Notice of Completion of Trade Contract with W.L. Hickey Sons, Inc.,
Authorization No. 0927-WH554B.

WHEREAS, on July 26, 2011, the County contracted with W.L. Hickey Sons, Inc. as general contractor, with Travelers Casualty and Surety Company of America as surety, for Trade Package 3E, consisting of plumbing, for work to be performed on the West County Health Center project, on County property located at 13601 San Pablo Avenue, San Pablo, CA, and

WHEREAS, the Public Works Director reports that the contract work for Trade Package 3E has been inspected and complies with the approved plans and specification, and recommends its acceptance as completed as of December 17, 2012.

NOW, THEREFORE, BE IT RESOLVED that:

1. The contract work for Trade Package 3E of the West County Health Center project is accepted as recommended above; and
2. Within ten (10) days after adoption of this Resolution, the Clerk of the Board shall file with the County Recorder a certified copy of this Resolution as a Notice of Completion for Trade Package 3E.

Contact: Rob Lim, 925-313-2000

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

ATTESTED: January 15, 2013

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

By: , Deputy

cc: PW Accounting, PW CPM Division Manager, PW CPM Project Manager, PW CPM clerical, Auditors, County Counsel, CAO, CAO

Exhibit A

Trade Contractor/Trade Package	Scope of Work	Surety Company	Contract Date
Concord Iron Works, Inc. Trade Contract 2A	Structural Steel & Metal Decking	Contractors Bonding & Insurance Company	4/12/2011
Gonsalves & Santucci Inc. dba Conco - Trade Contract 2B	Concrete/Rebar	Travelers Casualty & Surety Company of America	5/3/2011
Concord Iron Works, Inc.- Trade Contract 3A	Miscellaneous Metal/Stairs	Contractors Bonding & Insurance Company	7/26/2011
Pace Drywall, Inc. -Trade Contract 3C	Drywall/Plaster	Great American Insurance Company	7/26/2011
W.L. Hickey Sons, Inc.- Trade Contract 3E	Plumbing	Travelers Casualty & Surety Company of America	7/26/2011
Red Top Electric Co, Emeryville - Trade Contract 3G	Electrical	The Guarantee Company of North America USA	7/26/2011
Golden State Carpet Service, Inc. -Trade Contract 5C	Flooring	International Fidelity Insurance Company	1/10/2012
D.W. Nicholson Corporation- Trade Contract 6A	Overhead Coiling Doors & Grills	Western Surety Company	10/6/2011
Sasco- Trade Contract 7B	Communication Systems	Safeco Insurance Company of America	4/17/2012



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Adopt Resolution of Acceptance and Notice of Completion for Trade Package 3G for the West County Health Center Project, San Pablo.

RECOMMENDATION(S):

ADOPT Resolution No. 2013/43 accepting as complete the construction contract work performed by Red Top Electric Co. Emeryville for Trade Package 3G, consisting of electrical for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director.

DIRECT the Clerk of the Board to file with the County Recorder a certified copy of Resolution No. 2013/43 later than ten (10) days after adoption.

FISCAL IMPACT:

There is no direct fiscal impact resulting from the adoption of the Resolution of Acceptance and Notice of Completion, but the adoption and recording will limit the period for filing stop payment notices and bond claims on this trade contract.

BACKGROUND:

The West County Health Center ("WCHC") project involves constructing a new 53,000-square-foot health center plus an adjacent 310 stall parking structure. The project has been successfully completed and the facilities are in full operation.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: R. Lim, 925-313-2000

By: , Deputy

Recorded at the request of: clerk of the Board of Supervisors

Return To: Capital Improvement Management 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 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2013/43

IN THE MATTER OF Accepting and Giving Notice of Completion of Trade Contract with Red Top Electric Co., Emeryville, Inc., Authorization No. 0927-WH554B.

WHEREAS, on July 26, 2011, the County contracted with Red Top Electric Co., Emeryville, Inc. as general contractor, with the Guarantee Company of North America USA as surety, for Trade Package 3G, consisting of electrical work to be performed on the the West County Health Center project, on County property located at 13601 San Pablo Avenue, San Pablo, CA, and

WHEREAS, the Public Works Director reports that the contract work for Trade Package 3G has been inspected and complies with the approved plans and specification, and recommends its acceptance as completed as of December 9, 2012.

NOW, THEREFORE, BE IT RESOLVED that:

1. The contract work for Trade Package 3G of the West County Health Center project is accepted as recommended above; and
2. Within ten (10) days after adoption of this Resolution, the Clerk of the Board shall file with the County Recorder a certified copy of this Resolution as a Notice of Completion for Trade Package 3G.

Contact: R. Lim, 925-313-2000

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

ATTESTED: January 15, 2013

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

By: , Deputy

cc: PW Accounting, PW CPM Division Manager, PW CPM Project Manager, PW CPM clerical, Auditors, County Counsel, CAO, CAO

Exhibit A

Trade Contractor/Trade Package	Scope of Work	Surety Company	Contract Date
Concord Iron Works, Inc. Trade Contract 2A	Structural Steel & Metal Decking	Contractors Bonding & Insurance Company	4/12/2011
Gonsalves & Santucci Inc. dba Conco - Trade Contract 2B	Concrete/Rebar	Travelers Casualty & Surety Company of America	5/3/2011
Concord Iron Works, Inc.- Trade Contract 3A	Miscellaneous Metal/Stairs	Contractors Bonding & Insurance Company	7/26/2011
Pace Drywall, Inc. -Trade Contract 3C	Drywall/Plaster	Great American Insurance Company	7/26/2011
W.L. Hickey Sons, Inc.- Trade Contract 3E	Plumbing	Travelers Casualty & Surety Company of America	7/26/2011
Red Top Electric Co, Emeryville - Trade Contract 3G	Electrical	The Guarantee Company of North America USA	7/26/2011
Golden State Carpet Service, Inc. -Trade Contract 5C	Flooring	International Fidelity Insurance Company	1/10/2012
D.W. Nicholson Corporation- Trade Contract 6A	Overhead Coiling Doors & Grills	Western Surety Company	10/6/2011
Sasco- Trade Contract 7B	Communication Systems	Safeco Insurance Company of America	4/17/2012



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Adopt Resolution of Acceptance and Notice of Completion for Trade Package 5C for the West County Health Center Project, San Pablo

RECOMMENDATION(S):

ADOPT Resolution No. 2013/44 accepting as complete the construction contract work performed by Golden State Carpet Service, Inc. for Trade Package 5C, consisting of flooring for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director.

DIRECT the Clerk of the Board to file with the County Recorder a certified copy of Resolution No. 2013/44 no later than ten (10) days after adoption.

FISCAL IMPACT:

There is no direct fiscal impact resulting from the adoption of the Resolution of Acceptance and Notice of Completion, but the adoption and recording will limit the period for filing stop payment notices and bond claims on this trade contract.

BACKGROUND:

The West County Health Center ("WCHC") project involves constructing a new 53,000-square-foot health center plus an adjacent 310 stall parking structure. The project has been successfully completed and the facilities are in full operation.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Rob Lim, 925-313-2000

By: , Deputy

Recorded at the request of: clerk of the Board of Supervisors

Return To: Capital Projects Management 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 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2013/44

IN THE MATTER OF Accepting and Giving Notice of Completion of Trade Contract with Golden State Carpet Service, Inc.,
Authorization No. 0927-WH554B.

WHEREAS, on January 10, 2012, the County contracted with Golden State Carpet Service, Inc. as general contractor, with International Fidelity Insurance Company as surety, for Trade Package 5C, consisting of flooring, for work to be performed on the the West County Health Center project located at 13601 San Pablo Avenue, San Pablo, CA, and

WHEREAS, the Public Works Director reports that the contract work for Trade Package 5C has been inspected and complies with the approved plans and specification, and recommends its acceptance as completed as of December 17, 2012.

NOW, THEREFORE, BE IT RESOLVED that:

1. The contract work for Trade Package 5C of the West County Health Center project is accepted as recommended above; and
2. Within ten (10) days after adoption of this Resolution, the Clerk of the Board shall file with the County Recorder a certified copy of this Resolution as a Notice of Completion for Trade Package 5C.

Contact: Rob Lim, 925-313-2000

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

ATTESTED: January 15, 2013

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

By: , Deputy

cc: PW Accounting, PW CPM Division Manager, PW CPM Project Manager, PW CPM clerical, Auditors, County Counsel, CAO, CAO

Exhibit A

Trade Contractor/Trade Package	Scope of Work	Surety Company	Contract Date
Concord Iron Works, Inc. Trade Contract 2A	Structural Steel & Metal Decking	Contractors Bonding & Insurance Company	4/12/2011
Gonsalves & Santucci Inc. dba Conco - Trade Contract 2B	Concrete/Rebar	Travelers Casualty & Surety Company of America	5/3/2011
Concord Iron Works, Inc.- Trade Contract 3A	Miscellaneous Metal/Stairs	Contractors Bonding & Insurance Company	7/26/2011
Pace Drywall, Inc. -Trade Contract 3C	Drywall/Plaster	Great American Insurance Company	7/26/2011
W.L. Hickey Sons, Inc.- Trade Contract 3E	Plumbing	Travelers Casualty & Surety Company of America	7/26/2011
Red Top Electric Co, Emeryville - Trade Contract 3G	Electrical	The Guarantee Company of North America USA	7/26/2011
Golden State Carpet Service, Inc. -Trade Contract 5C	Flooring	International Fidelity Insurance Company	1/10/2012
D.W. Nicholson Corporation- Trade Contract 6A	Overhead Coiling Doors & Grills	Western Surety Company	10/6/2011
Sasco- Trade Contract 7B	Communication Systems	Safeco Insurance Company of America	4/17/2012



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Adopt Resolution of Acceptance and Notice of Completion for Trade Package 6A fo the West County Health Center Project, San Pablo

RECOMMENDATION(S):

ADOPT Resolution No. 2013/45 accepting as complete the construction contract work performed by D. W. Nicholson Corporation for Trade Package 6A, consisting of overhead coiling doors and grills for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director.

DIRECT the Clerk of the Board to file with the County Recorder a certified copy of Resolution No. 2013/45 no later than ten (10) days after adoption.

FISCAL IMPACT:

There is no direct fiscal impact resulting from the adoption of the Resolution of Acceptance and Notice of Completion, but the adoption and recording will limit the period for filing stop payment notices and bond claims on this trade contract.

BACKGROUND:

The West County Health Center ("WCHC") project involves constructing a new 53,000-square-foot health center plus an adjacent 310 stall parking structure. The project has been successfully completed and the facilities are in full operation.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Rob Lim, 925-313-2000

By: , Deputy

Recorded at the request of: clerk of the Board of Supervisors

Return To: Capital Project Management 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 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2013/45

IN THE MATTER OF Accepting and Giving Notice of Completion of Trade Contract with D.W. Nicholson Corporation,
Authorization No. 0927-WH554B.

WHEREAS, on October 6, 2011, the County contracted with D.W. Nicholson Corporation as general contractor, with Western Surety Company as surety, for Trade Package 6A, consisting of overhead coiling doors and grills, for work to be performed on the West County Health Center project, on County property located at 13601 San Pablo Avenue, San Pablo, CA, and

WHEREAS, the Public Works Director reports that the contract work for Trade Package 6A has been inspected and complies with the approved plans and specification, and recommends its acceptance as completed as of December 17, 2012.

NOW, THEREFORE, BE IT RESOLVED that:

1. The contract work for Trade Package 6A of the West County Health Center project is accepted as recommended above; and
2. Within ten (10) days after adoption of this Resolution, the Clerk of the Board shall file with the County Recorder a certified copy of this Resolution as a Notice of Completion for Trade Package 6A.

Contact: Rob Lim, 925-313-2000

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

ATTESTED: January 15, 2013

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

By: , Deputy

cc: PW Accounting, PW CPM Division Manager, PW CPM Project Manager, PW CPM clerical, Auditors, County Counsel, CAO, CAO

Exhibit A

Trade Contractor/Trade Package	Scope of Work	Surety Company	Contract Date
Concord Iron Works, Inc. Trade Contract 2A	Structural Steel & Metal Decking	Contractors Bonding & Insurance Company	4/12/2011
Gonsalves & Santucci Inc. dba Conco - Trade Contract 2B	Concrete/Rebar	Travelers Casualty & Surety Company of America	5/3/2011
Concord Iron Works, Inc.- Trade Contract 3A	Miscellaneous Metal/Stairs	Contractors Bonding & Insurance Company	7/26/2011
Pace Drywall, Inc. -Trade Contract 3C	Drywall/Plaster	Great American Insurance Company	7/26/2011
W.L. Hickey Sons, Inc.- Trade Contract 3E	Plumbing	Travelers Casualty & Surety Company of America	7/26/2011
Red Top Electric Co, Emeryville - Trade Contract 3G	Electrical	The Guarantee Company of North America USA	7/26/2011
Golden State Carpet Service, Inc. -Trade Contract 5C	Flooring	International Fidelity Insurance Company	1/10/2012
D.W. Nicholson Corporation- Trade Contract 6A	Overhead Coiling Doors & Grills	Western Surety Company	10/6/2011
Sasco- Trade Contract 7B	Communication Systems	Safeco Insurance Company of America	4/17/2012



Contra
Costa
County

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: January 15, 2013
Subject: APPROVAL OF CONTRACT FOR PROFESSIONAL
SERVICES

RECOMMENDATION(S):

APPROVE AND AUTHORIZE the County Counsel, or designee, to execute, on behalf of County, an amendment to a contract with Baker & O'Brien, Inc., effective January 1, 2013, to increase the compensation rates for refining industry consultants who provide services in connection with refinery property tax appeals and extend the term of the contract until December 31, 2013.

FISCAL IMPACT:

The cost of this contract is paid through property tax administration fees, approximately half of which come from the general fund.

BACKGROUND:

Baker & O'Brien, Inc. is a consultant for refinery industry analyses, and has been providing the County with specialized consulting services with respect to the refining industry and refineries in defending actual and anticipated assessment appeals, which challenge the valuations of the taxable property of refineries in Contra Costa County. These annual appeals typically place several billion dollars of valuation in issue. Assistance is required because valuations of refineries are highly technical, requiring specialized knowledge that only industry experts have. Baker & O'Brien staff is presently assisting the County in an ongoing property tax appeal hearing in front of the Assessment Appeals Board. The Assessor concurs with and supports this recommendation.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Rebecca Hooley, 335-1800 By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If the contract amendment is not approved, Baker & O'Brien, Inc. will not continue to consult for the County under the current contract and there is an increased possibility of significant but presently unquantifiable impacts due to adverse decisions by the Assessment Appeals Board on large refinery valuation disputes.

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works
Date: January 15, 2013

Subject: Adopt Resolution of Acceptance and Notice of Completion for Trade Package 7B for the West County Health Center Project, San Pablo.

RECOMMENDATION(S):

ADOPT Resolution No. 2013/46 accepting as complete the construction contract work performed by Sasco for Trade Package 7B, consisting of communication systems for the West County Health Center project, 13601 San Pablo Avenue, San Pablo, for the Health Services Department, as recommended by the Public Works Director.

DIRECT the Clerk of the Board to file with the County Recorder a certified copy of Resolution No. 2013/46 no later than ten (10) days after adoption.

FISCAL IMPACT:

There is no direct fiscal impact resulting from the adoption of the Resolution of Acceptance and Notice of Completion, but the adoption and recording will limit the period for filing stop payment notices and bond claims on this trade contract.

BACKGROUND:

The West County Health Center ("WCHC") project involves constructing a new 53,000-square-foot

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Rob Lim, 925-313-2000

By: , Deputy

Recorded at the request of: clerk of the Board of Supervisors

Return To: Capital Project Management 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 01/15/2013 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2013/46

IN THE MATTER OF Accepting and Giving Notice of Completion of Trade Contract with Sasco, Authorization No. 0927-WH554B.

WHEREAS, on April 17, 2012, the County contracted with Sasco as general contractor, with Safeco Insurance Company of America as surety, for Trade Package 7B, consisting of communication systems, for work to be performed on the West County Health Center project, on County property located at 13601 San Pablo Avenue, San Pablo, CA, and

WHEREAS, the Public Works Director reports that the contract work for Trade Package 7B has been inspected and complies with the approved plans and specification, and recommends its acceptance as completed as of December 17, 2012.

NOW, THEREFORE, BE IT RESOLVED that:

1. The contract work for Trade Package 7B of the West County Health Center project is accepted as recommended above; and
2. Within ten (10) days after adoption of this Resolution, the Clerk of the Board shall file with the County Recorder a certified copy of this Resolution as a Notice of Completion for Trade Package 7B.

Contact: Rob Lim, 925-313-2000

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

ATTESTED: January 15, 2013

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

By: , Deputy

cc: PW Accounting, PW CPM Division Manager, PW CPM Project Manager, Auditors, County Counsel, CAO, CAO

Exhibit A

Trade Contractor/Trade Package	Scope of Work	Surety Company	Contract Date
Concord Iron Works, Inc. Trade Contract 2A	Structural Steel & Metal Decking	Contractors Bonding & Insurance Company	4/12/2011
Gonsalves & Santucci Inc. dba Conco - Trade Contract 2B	Concrete/Rebar	Travelers Casualty & Surety Company of America	5/3/2011
Concord Iron Works, Inc.- Trade Contract 3A	Miscellaneous Metal/Stairs	Contractors Bonding & Insurance Company	7/26/2011
Pace Drywall, Inc. -Trade Contract3C	Drywall/Plaster	Great American Insurance Company	7/26/2011
W.L. Hickey Sons, Inc.- Trade Contract 3E	Plumbing	Travelers Casualty & Surety Company of America	7/26/2011
Red Top Electric Co, Emeryville - Trade Contract 3G	Electrical	The Guarantee Company of North America USA	7/26/2011
Golden State Carpet Service, Inc. -Trade Contract 5C	Flooring	International Fidelity Insurance Company	1/10/2012
D.W. Nicholson Corporation- Trade Contract 6A	Overhead Coiling Doors & Grills	Western Surety Company	10/6/20 11
Sasco- Trade Contract 7B	Communication Systems	Safeco Insurance Company of America	4/17/2012



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: January 15, 2013
Subject: Amendment #76-506-8 with Robert Liebig, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #76-506-8 with Robert Liebig, M.D., a self employed individual, effective November 1, 2012, to amend Contract #76-506-7 to increase the payment limit by \$120,000, from \$1,638,000 to a new payment limit of \$1,758,000, with no change in the original term of January 1, 2011 through December 31, 2013.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise Fund I. (No rate increase)

BACKGROUND:

On January 11, 2011, the Board of Supervisors approved Contract #76-506-7 with Robert Liebig, M.D. for the period from January 1, 2011 through December 31, 2013, for the provision of radiology services including consultation, on-call coverage, supervision and interpretation of CT Scan, MRI, Ultrasound, invasive procedures and plain films for Contra Costa Regional Medical Center and Contra Costa Health Centers.

Approval of Contract Amendment Agreement #76-506-8 will allow the Contractor to provide additional radiology services at Contra Costa Regional Medical Center and

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: David Goldstein, MD,
370-5525

By: , Deputy

cc: T Scott, D Gary

BACKGROUND: (CONT'D)

Contra Costa Health Centers, through December 31, 2013.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring these medical services at Contra Costa Regional Medical and Contra Costa Health Centers would go untreated.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: January 15, 2013

Subject: Contract Amendment Agreement #26-306-20 with Per Diem Staffing Systems, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-306-20 with Per Diem Staffing Systems, Inc., a corporation, effective October 1, 2012, to amend Contract #26-306-19 to increase the total payment limit by \$100,000 from \$265,000, to a new total of \$365,000 with no change to the original term of February 1, 2012 through January 31, 2013.

FISCAL IMPACT:

This Amendment is funded 100% by Enterprise Fund I. (No rate increase)

BACKGROUND:

On February 7, 2012, the Board of Supervisors approved Contract #26-306-19 with Per Diem Staffing Systems, Inc., for the period from February 1, 2012 through January 31, 2013, for the provision of temporary respiratory therapists services for Contra Costa Regional Medical Center and Contra Costa Health Centers.

Due to three (3) vacant permanent positions, the Department has had to rely on Per Diem Staffing Systems, Inc. to maintain minimum staffing levels during peak loads. Approval of Contract Amendment Agreement #26-306-20 will allow the Contractor to be paid for additional

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Anna Roth, 370-5101

By: , Deputy

cc: T Scott, D Gary

BACKGROUND: (CONT'D)

temporary respiratory therapy services provided through January 31, 2013.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contra Costa Regional Medical and Contra Costa Health Centers would not have appropriate respiratory therapists to provide coverage during temporary staff absences therefore patients would go untreated.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors

From: William Walker, M.D.

Date: January 15, 2013

Subject: Contract Amendment Agreement #26-391-21 with Maxim Healthcare Services, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-391-21 with Maxim Healthcare Services, Inc., a corporation, effective November 1, 2012, to amend Contract #26-391-16 (as amended by #26-391-17 through #26-391-20), to increase the payment limit by \$960,000, from \$905,000 to a new payment limit of \$1,865,000 with no change in the original term of September 1, 2011 through March 31, 2013.

FISCAL IMPACT:

100% by Enterprise Fund I. No rate increase.

BACKGROUND:

On September 13, 2011, the Board of Supervisors approved Contract #26-391-16 with Maxim Healthcare Services, Inc. (as amended by amendments #26-391-17 through #26-391-20), for the period from September 1, 2011 through March 31, 2013, for the provision of temporary medical services at Contra Costa Regional Medical Center and Contra Costa Health Centers.

Approval of Contract Amendment Agreement #26-391-21 will allow the Contractor to provide additional temporary medical services for the implementation of the Electronic Health Records EPIC project at Contra Costa Regional

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Anna Roth, 370-5101

By: , Deputy

cc: Tasha Scott, D Gary

BACKGROUND: (CONT'D)

Medical Center and Contra Costa Health Centers, through March 31, 2013.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contra Costa Regional Medical and Contra Costa Health Centers would not be able to abstract the desired metadata from medical records for the implementation of the Electronic Health Records EPIC Project.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors

From: William Walker, M.D.

Date: January 15, 2013

Subject: Approval of Purchase Order with Philips Medical Systems, Inc.

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a Change Order to Purchase Order #F37440 with Philips Medical Systems, Inc, to add \$35,000 for a new total of \$130,000, for repair parts, accessories, and service for Philips patient monitoring systems at Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from May 1, 2011 through April 30, 2013.

FISCAL IMPACT:

100% Enterprise Fund I.

BACKGROUND:

Contra Costa Regional Medical Center and Contra Costa Health Centers utilize Philips patient monitoring equipment to monitor patients' health. This is crucial to patient safety and necessary to prevent harm to patients.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, Contra Costa Regional Medical Center and Contra Costa Health Centers will be unable to purchase monitoring equipment and patient safety will be adversely affected.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Anna Roth, 370-5101

By: , Deputy

cc: D Gary, T Scott, M Harris



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D.
Date: January 15, 2013

Subject: Contract #74-286-9 with Crestwood Behavioral Health, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-286-9 with Crestwood Behavioral Health, Inc., a corporation, in an amount not to exceed \$1,326,585, to provide day treatment and mental health services to severely and persistently mentally ill (SPMI) adults, for the period from January 1, 2013 through December 31, 2013.

FISCAL IMPACT:

This Contract is funded 44% by Federal Financial Participation, 26% by State Mental Health Services Act (MHSA), and 30% by Mental Health Realignment. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing transitional residential treatment, rehabilitative services, medication support, and mental health services to SPMI adult clients at its Crestwood Healing Center.

On December 6, 2011, the Board of Supervisors approved Contract #74-286-6 (as amended by Amendment Agreements #74-286-7 and #74-286-8) with Crestwood Behavioral Health, Inc., for the period from January 1, 2012 through December

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Cynthia Belon, 957-5201

By: , Deputy

cc: A Down, D Gary

BACKGROUND: (CONT'D)

31, 2012, for the provision of day treatment and mental health services to SPMI adults.

Approval of Contract #74-286-9 will allow the Contractor to continue providing services through December 31, 2013, including mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's SPMI clients will have reduced access to the mental health treatment services that they require.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: January 15, 2013

Subject: Amendment #74-294-8 with Nadhan, Inc. dba Creekside Convalescent Hospital and Mental Health Rehabilitation Program

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment/Extension Agreement #74-294-8 with Nadhan, Inc. dba Creekside Convalescent Hospital and Mental Health Rehabilitation Program, a corporation, effective July 1, 2012, to amend Contract #74-294-7, to increase the payment limit by \$144,950, from \$613,200 to a new payment limit of \$758,150, and extend the term from December 31, 2012 through June 30, 2013.

FISCAL IMPACT:

This amendment is funded 100% by Mental Health Realignment. (Rate increase)

BACKGROUND:

On January 18, 2011, the Board of Supervisors approved Contract #74-294-6 (as amended by Amendment Agreement #74-294-7) with Nadhan, Inc. dba Creekside Convalescent Hospital and Mental Health

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Cynthia Belon, 957-5201

By: , Deputy

cc: A Down, D Gary

BACKGROUND: (CONT'D)

Rehabilitation Program for the period from January 1, 2011 through December 31, 2012, for the provision of sub-acute care for Seriously and Persistently Mentally Ill (SMPI) Adults. County and Contractor have mutually agreed to extend the term of Contract through the end of the fiscal year.

Approval of Contract Amendment/Extension Agreement #74-294-8 will allow the Contractor to provide services to five additional clients through June 30, 2013.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, seriously and persistently mentally ill adults will have reduced access to sub-acute care.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: January 15, 2013
Subject: Approval of Purchase Order with Matheson Tri-Gas, Inc.

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a Change Order to Purchase Order #F07239 with Matheson Tri-Gas, Inc., to add \$200,000, for a new total of \$477,000, for liquid medical oxygen for Contra Costa Regional Medical Center and Contra Costa Health Centers, from October 15, 2004 through October 14, 2014.

FISCAL IMPACT:

100% Enterprise Fund I.

BACKGROUND:

Contra Costa Regional Medical Center and Contra Costa Health Centers use medical oxygen on a regular basis for patient care. Matheson Tri-Gas, Inc provides the oxygen and the tanks and whatever service is required. Many patients require medical oxygen in order to breathe due to their illnesses.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, Contra Costa Regional Medical Center and Contra Costa Health Centers will be unable to acquire medical oxygen jeopardizing patient care and survival.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Anna Roth, 370-5101

By: , Deputy

cc: T Scott, D Gary, M Harris

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D.
Date: January 15, 2013

Subject: Contract #23-325-16 with Wilson Consulting, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-325-16 with Wilson Consulting Inc., a corporation, in an amount not to exceed \$500,000, to provide consultation services with regard to County's Patient Accounting System, including custom reporting for the Keane system, technical support for the "HL7" interface, and assistance with regard to implementing the Department's appointment system for the period from January 1, 2013 through December 31, 2013.

FISCAL IMPACT:

This Contract is funded 100% by Medicare & Medicaid Electronic Health Records Incentive Program of the American Recovery & Reinvestment Act.

BACKGROUND:

On January 20, 2011, the County Administrator approved and the Purchasing Services Manager executed Contract #23-325-10 (as amended by subsequent Amendment Agreements #23-325-11 through #23-325-15) with Wilson Consulting, Inc., for the period from January 1, 2011 through December 31, 2012 for the provision of technical support services for County's Patient Accounting System, including custom reporting for the Keane system, technical support for the "HL7" interface, and

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Patrick Godley, 957-5410

By: , Deputy

cc: A Down, D Gary

BACKGROUND: (CONT'D)

assistance with regard to implementing the Department's appointment system.

Approval of Contract #23-325-16 will allow Contractor to continue providing services through December 31, 2013.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Department will not have access to Contractor's expertise with regard to County's Keane computer system, while the Contra Costa Regional Medical Center and Health Centers continues transitioning to the Epic computer system.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors

From: William Walker, M.D., Health Services

Date: January 15, 2013

Subject: Amendment # 26-671-4 with Precyse Solutions, LLC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-671-4 with Precyse Solutions, LLC, a limited liability company, effective September 17, 2012, to amend Contract #26-671-3 to modify the Payment Provisions with no change in the original payment limit of \$490,000 and no change in the original term of June 1, 2012 through May 31, 2013.

FISCAL IMPACT:

This amendment is funded 100% by Enterprise Fund I. It will reflect an additional rate for Outpatient medical coding services provided at Contra Costa Regional Medical Center.

BACKGROUND:

On July 24, 2012, the Board of Supervisors approved Contract #26-671-3 with Precyse Solutions, LLC to provide temporary medical coding services for Contra Costa Regional Medical Center and Contra Costa Health Centers including, but not limited to, coding of approximately 13,000 inpatient discharges, scanning records and entry of codes into the County's software system, and providing a certified Tumor Registrar, for the period from June 1, 2012 through May 31, 2013.

Approval

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Anna Roth, 370-5101

By: , Deputy

cc: T Scott, D Gary

BACKGROUND: (CONT'D)

of Contract Amendment Agreement #26-671-4 will allow the Contractor to provide an additional level of services to include Outpatient medical record coding services, through May 31, 2013.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, County will not receive outpatient medical record coding services under this Contract.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

To: Contra Costa Fire Board of Directors
 From: Daryl L. Louder, Contra Costa Fire Protection Dist.
 Date: January 15, 2013
 Subject: 2012 FEMA Fire Prevention and Safety Grant



Contra
Costa
County

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, of the Contra Costa County Fire Protection District to apply for and accept grant funding from the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) Program, Fire Prevention and Safety (FP&S) Grant, in an amount not to exceed \$200,000 for fire prevention, public education, and fire/arson investigation equipment and support.

FISCAL IMPACT:

The Fire District could receive up to \$200,000 in federal funds if all three grants are awarded. This amounts to 80% of project costs. There is a 20% local agency match requirement. Projected matching funds are \$50,000. The grant award may be lower than the amount requested and will be for a period of one year from the effective date of award. (80% Federal/ 20% Special District Revenues).

BACKGROUND:

The FP&S Grants are part of the AFG Program and support projects that enhance the safety of the public and firefighters from fire and related hazards. The primary goal is reduce injury

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Lewis Broschard, Fire Marshal,
941-3520

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors

From: William Walker, M.D.

Date: January 15, 2013

Subject: Amendment/Extension #23-533-1 with Vonlay, LLC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment/Extension Agreement #23-533-1 with Vonlay, LLC, a limited liability company, effective December 31, 2012, to amend Contract #23-533, to increase the payment limit by \$400,000, from \$100,000, to a new payment limit of \$500,000, and extend the term from December 31, 2012 to September 30, 2013.

FISCAL IMPACT:

This Contract is funded 100% by Medicare & Medicaid Electronic Health Records Incentive Program of the American Recovery & Reimbursement Act and the Delivery System Reform and Incentive Pool funding. (No rate increase)

BACKGROUND:

In October 2012, the County Administrator approved and the Purchasing Services Manager executed Contract #23-533, with Vonlay, LLC, for the period from October 1, 2012 through December 31, 2012, for the provision of professional consulting, technical support, training, and project management to the Department's Information Systems at Contra Costa Regional Medical Center and Contra

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: David Runt, 313-6228

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Costa Health Centers.

Approval of Contract Amendment/Extension Agreement #23-533-1 will allow the Contractor to continue providing services through September 30, 2013.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the County will not be able to continue to use the Contractors expert technical assistance available for support and optimization of the Electronic Health Record Project.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: January 15, 2013
Subject: Contract #23-463-5 with Valerie Gulyash

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-463-5 with Valerie Gulyash, a self-employed individual, in an amount not to exceed \$140,000, to provide consultation and technical assistance with regard to the Keane Chargemaster Billing and EPIC Electronic Medical Record Systems used at Contra Costa Regional Medical Center, for the period from January 1, 2013 through December 31, 2013.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise Fund I. (No rate increase)

BACKGROUND:

On January 10, 2012, the Board of Supervisors Contract #23-463-3 (as amended by Amendment Agreement #23-463-4) with Valerie Gulyash, for the period January 1, 2012 through December 31, 2012, to provide consultation and technical assistance with regard to the Department's Chargemaster Billing and EPIC Electronic Medical Record Systems including providing systems review, written reports

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Patrick Godley, 957-5405

By: , Deputy

cc:

BACKGROUND: (CONT'D)

and recommendations as requested by the County.

Approval of Contract #23-463-5 will allow Contractor to continue providing services through December 31, 2013.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, this Contractor would not be able to ensure that the coding is current and conforms with current regulations for the Keane Chargemaster System and EPIC System at Contra Costa Regional Medical Center.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: January 15, 2013
Subject: Contract #23-322-15 with Cheryl Adams-Woodford

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-322-15 with Cheryl Adams-Woodford, a self-employed individual, in an amount not to exceed \$130,700, to provide project management, consultation, and technical assistance to the Department with regard to the PeopleSoft General Ledger System for the period from January 1, 2013 through December 31, 2013.

FISCAL IMPACT:

This Contract is 100% Enterprise Fund I. No increase in rates.

BACKGROUND:

On November 8, 2011, the Board of Supervisors approved Contract #23-322-13 (as amended by Amendment/Extension Agreement #23-322-14) with Cheryl Adams-Woodford, for the period from December 1, 2011 through December 31, 2012, for the provision of project management, consultation and technical assistance to the Department with regard to the PeopleSoft General Ledger System, including assistance with upgrades and enhancements, applying patches and fixes, system analysis, and disaster recovery.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: David Runt, 313-6228

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Approval of Contract #23-322-15 will allow Contractor to continue providing services through December 31, 2013.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Health Services Finance Division will not have software and database support services for the PeopleSoft General Ledger System.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Office of the Sheriff
Date: January 15, 2013
Subject: Purchase Order - Producers Dairy Products,
Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Producers Dairy Products Inc., in an amount not to exceed \$190,000 for the purchase of dairy products as needed for the Martinez and Marsh Creek detention facilities for the period January 1, 2013 through December 31, 2013.

FISCAL IMPACT:

\$190,000. 100% County General Fund; Budgeted in fiscal year 2012/13.

BACKGROUND:

The vendor is a General Services Department-selected vendor providing the dairy products and other related products needed by Martinez Detention Facility and Marsh Creek Detention Facility to support the feeding program requirements of the inmate population.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Liz Arbuckle, 335-1529

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Office of the Sheriff
Date: January 15, 2013
Subject: Purchase Order - Producers Dairy Products,
Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Producers Dairy Products Inc., in an amount not to exceed \$210,000 for the purchase of dairy products as needed for the West County Detention Facility for the period January 1, 2013 through December 31, 2013.

FISCAL IMPACT:

\$210,000. 100% County General Fund; Budgeted in fiscal year 2012/13.

BACKGROUND:

The vendor is a General Services Department-selected vendor providing the dairy products and other related products needed by West County Detention Facility to support the feeding program requirements of the inmate population.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Liz Arbuckle, 335-1529

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Catherine Kutsuris, Conservation & Development
Date: January 15, 2013
Subject: Contra Costa County Historical Landmarks Advisory Committee (HLAC) 2012 Annual Report

RECOMMENDATION(S):

ACCEPT the Contra Costa County Historical Landmarks Advisory Committee (HLAC) 2012 Annual Report as recommended by the Director of Conservation and Development.

FISCAL IMPACT:

None.

BACKGROUND:

On December 13, 2011, the Board of Supervisors adopted Resolution No. 2011/497, which requires that each regular and ongoing board, commission, or committee shall annually report (in December) 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 HLAC.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Christine Louie,
925-674-7787

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The HLAC would not be in compliance with Resolution No. 2011/497.

CHILDREN'S IMPACT STATEMENT:

N/A

2012 ADVISORY BODY ANNUAL REPORT

Advisory Body Name: Contra Costa County Historical Landmarks Advisory Committee (HLAC)

Meeting Time/Location: Meets on a quarterly basis, the second Thursday of the month at 30 Muir Road, Martinez, at 2:30 PM

Chair: Mr. Stephen Lawton

Staff Person: Christine Louie, Planner
Department of Conservation and Development
Community Development Division
925-674-7787

Reporting Period: January 2012 – December 2012

I. Activities

- Update of the HLAC web page.
- A Mills Act Agreement Template was finalized for properties within the unincorporated area. The Mills Act Program is a state law that grants participating local governments authority to enter into contracts with owners of qualified historic properties who actively participate in the restoration, rehabilitation, and maintenance of their historic properties while receiving property tax relief.
- The refinement and adoption of guidelines for the County Historic Resources Inventory (HRI) update project and student internship program through the Contra Costa County Historical Society (CCCHS).

II. Accomplishments

- Continued update of the HLAC web site.
- Ongoing inventory and update of resources listed in the HRI.
- Acceptance of the first Mills Act Agreement in the unincorporated county for the property located at 1925 Alameda Diablo in the Diablo area.
- Nomination of the following buildings to the HRI:
 - i. 1925 Alameda Diablo in the Diablo area (former Diablo Country Club clubhouse)
 - ii. Bethel Island Fire Station, 3045 Ranch Lane in the Bethel Island area

III. Attendance/Representation

The five-member HLAC is comprised of four CCHS members and the Community Development Director (the Community Development Division, Deputy Director is the title of the position formally held by the Community Development Director). As listed below, two meetings were cancelled due to lack of discussion items:

Committee Member	February 9, 2012	May 10, 2012	August 9, 2012	November 8, 2012
Melissa Jacobson, Seat 1	Present	Cancelled	Present	Cancelled
Stephen Lawton, Seat 2	Present	Cancelled	Present	Cancelled
Carol Jensen, Seat 3	Present	Cancelled	Present	Cancelled
Webb Johnson, Seat 4	Present	Cancelled	Present	Cancelled
Aruna Bhat, Dept. of Conservation and Development Community Development Division, Deputy Director	Present	Cancelled	Present	Cancelled

IV. Training/Certification

The HLAC completed the County training for advisory body members. Training certifications from each member are on file. Mr. Lawton attended a seminar regarding the preservation and reuse of historic buildings in the San Francisco Presidio through the Public Lands Commission.

V. Proposed Work Plan/Objectives for Next Year

The HLAC is anticipating addressing the following items in 2013:

- Continued refinement of the HRI update project and evaluating prior efforts in 2012 for the ongoing HRI update effort in 2013.
- Committee members are encouraged to attend training seminars on topics of historic preservation and restoration.



Contra
Costa
County

To: Board of Supervisors

From: Transportation, Water and Infrastructure Committee

Date: January 15, 2013

Subject: Annual report from the Transportation, Water and Infrastructure Committee

RECOMMENDATION(S):

ACCEPT the 2012 annual report from the Transportation, Water and Infrastructure Committee, as recommended by the Committee.

FISCAL IMPACT:

NONE.

BACKGROUND:

The Transportation, Water and Infrastructure Committee on December 6 reviewed and approved its annual report for transmittal to the full Board of Supervisors. The annual report documents the work performed by the Committee during 2012. The Committee recommends the Board of Supervisors accept the report, which is attached.

CONSEQUENCE OF NEGATIVE ACTION:

None.

CHILDREN'S IMPACT STATEMENT:

None.

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☒ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: John Greitzer, 674-7824

By: , Deputy

cc:

REFERRALS TO THE TRANSPORTATION WATER AND INFRASTRUCTURE COMMITTEE FOR 2012

Page 1 of 3

REFERRAL	STATUS
<p>1. Review legislative matters on transportation, water, and infrastructure.</p>	<ul style="list-style-type: none"> Recommended the Board ADOPT positions of various state transportation bills as follows: a) OPPOSE for AB 2231 (Sidewalk Repairs); b) SUPPORT and seek amendments for AB 2433 (Water Emergency Transportation Authority appointments); c) OPPOSE for AB 2200 (Interstate 80 High Occupancy Vehicle Lane); and d) FORWARD to the Board of Supervisors AB 1779 (Appointment to San Joaquin Joint Powers Authority Board) Various dates Directed staff to work with the office of Secretary of Education Tom Torlakson on legislation regarding the site selection for new schools. 4/5/12
<p>2. Review applications for transportation, water and infrastructure-related grants to be prepared by the Public Works and Conservation & Development Departments.</p>	<ul style="list-style-type: none"> ACCEPTED reports and provided direction and recommendations on transportation and planning projects to be funded by various funding sources. Various dates.
<p>3. Monitor the Contra Costa Transportation Authority including efforts to implement Measure J.</p>	<ul style="list-style-type: none"> See Referral #2
<p>4. Monitor EBMUD and CCWD projects and activities.</p>	<ul style="list-style-type: none"> Recommended the Board support a joint levee funding request from seven urban water districts including EBMUD and CUWA. 4/5/12
<p>5. Review issues associated with the health of the San Francisco Bay and Delta, including but not limited to Delta levees, flood control, dredging, drought planning, habitat conservation, and water quality, supply and reliability.</p>	<ul style="list-style-type: none"> Recommended the Board SUPPORT the Sacramento-San Joaquin Delta Regional Flood Response Project. 4/5/12 Received staff report on the status of the Central Valley Flood Protection Plan. 5/3/12 Recommended the Board ADOPT a Delta Needs project list for Contra Costa County. 5/3/12 Received update on the Bay-Delta Conservation Plan and recommend the Board ADOPT a policy concerning changes needed in the Plan. 6/7/12 Recommended the Board ADOPT a resolution supporting the water-resource management project list developed by the Delta Counties Coalition and Partnership for the San Joaquin Valley. 11/1/12 Recommended the Board authorize Public Works staff to explore bans on plastic bags and polystyrene containers. 11/1/12
<p>6. Monitor creek and watershed issues and seek funding for improvement projects related to these issues.</p>	<ul style="list-style-type: none"> Recommended the Board AUTHORIZE the Flood Control District to assist the Muir Heritage Land Trust and East Bay Regional Park District in acquiring property adjacent to the District's Pacheco Marsh parcel on Waterfront Road in the Martinez area. 5/3/2012 Recommended the Board ADOPT resolution and AUTHORIZE support for a Walnut Creek Watershed Council. 7/5/2012

REFERRALS TO THE TRANSPORTATION WATER AND INFRASTRUCTURE COMMITTEE FOR 2012

Page 2 of 3

REFERRAL	STATUS
7. Monitor implementation of the Integrated Pest Management Policy.	<ul style="list-style-type: none"> Accepted status reports. 4/5/12, 6/7/12, 11/1/12 Received update on bedbug situation in the County. 6/7/12
8. Consider report from the Public Works Director on the status of County park maintenance issues in early i2012.	<ul style="list-style-type: none"> Accepted report on park and landscaping maintenance funding issues within Contra Costa County. 5/3/12 Staff continues to work on park funding issues.
9. Monitor the East Contra Costa County Habitat Conservation Plan.	<ul style="list-style-type: none"> Received status report on the East Contra Costa County Habitat Conservation Plan. 7/5/12
10. Review the ability to revise the County design standards for residential streets to address traffic calming and neighborhood livability issues when these roads are built.	<ul style="list-style-type: none"> The task force on this matter needs to make more progress before a report can be made to the Committee.
11. Monitor and report on the Underground Utilities Program.	<ul style="list-style-type: none"> The Committee recommended a project for funding in 2010. Staff is working with adjacent property owners to fund their portion of the project and a recommendation will be considered by the Board in 2012.
12. Monitor implementation of Letter of Understanding with PG&E for maintenance of PG&E streetlights in Contra Costa County.	<ul style="list-style-type: none"> Continued to work with PG&E and cities to assure implementation of efficient and effective street light maintenance. Staff to give progress report to Committee on December 5, 2012.
13. Monitor freight transportation issues, including potential increases in rail traffic by the Port of Oakland and other possible service increases, safety of freight trains that transport hazardous materials, and the truck route for North Richmond.	<ul style="list-style-type: none"> Recommended the Board ACCEPT a report on collaborative planning for the San Francisco-to-Stockton Ship Channel and AUTHORIZE staff to explore potential for a joint powers agency or other multi-agency structure for ship channel planning and advocacy. 7/5/12 Recommended the Board APPOINT Supervisor Glover as the lead supervisor for outreach to other agencies on ship-channel and other navigation projects. 11/1/12
14. Monitor the Iron Horse Corridor Management Program.	<ul style="list-style-type: none"> Reported that Central Contra Costa Sanitation District denied the request from the Walden District Improvement Association for the trees to remain in the easement. 4/5/12
15. Monitor and report on the eBART Project.	<ul style="list-style-type: none"> No items were brought to the Committee in 2012.

REFERRALS TO THE TRANSPORTATION WATER AND INFRASTRUCTURE COMMITTEE FOR 2012

Page 3 of 3

REFERRAL	STATUS
16. Review transportation plans and services for specific populations, e.g. <i>County Low Income Transportation Action Plan, Coordinated Human Services Transportation Plan for the Bay Area, Priorities for Senior Mobility, Bay Point Community Based Transportation Plan</i> and work of Contra Costans for Every Generation.	<ul style="list-style-type: none"> No plans or services were reported to the Committee
17. Monitor the statewide infrastructure bond programs.	<ul style="list-style-type: none"> No actions occurred to report to the Committee.
18. Monitor the progress of the Pacheco Transit Hub.	<ul style="list-style-type: none"> No actions occurred to report to the Committee.



Contra
Costa
County

To: Board of Supervisors
From: Transportation, Water and Infrastructure Committee
Date: January 15, 2013

Subject: Referrals to the Transportation, Water and Infrastructure Committee for 2013

RECOMMENDATION(S):

REFER the attached list of issues to the Transportation, Water and Infrastructure Committee for action in 2013, as recommended by the Committee.

FISCAL IMPACT:

None. The cost to staff this Committee is included in the budget of the Department of Conservation and Development. Cost for Committee reports are borne by the department or agency responsible for addressing the referral item.

BACKGROUND:

Each year the Board of Supervisors is asked to approve a list of issues to be referred to its standing committees. The attached list of issue referrals was reviewed and approved by the Transportation, Water and Infrastructure Committee at its December 6 meeting for recommendation to the full Board.

The referral list is similar to the 2012 referral list but a few new topics have been added. These include the development of an ordinance regarding single-use plastic bags and polystyrene food containers mentioned in item # 5; the San Francisco-to-Stockton Ship Channel deepening project added to item # 14 regarding freight transportation issues; the addition of County flood control facilities as item # 6; and the addition of taxicab and public

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☒ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: John Greitzer, 674-7824

By: , Deputy

cc:

2013 REFERRALS TO THE TRANSPORTATION WATER AND INFRASTRUCTURE COMMITTEE

1. Review legislative matters on transportation, water, and infrastructure.
2. Review applications for transportation, water and infrastructure grants to be prepared by the Public Works and Conservation and Development Departments.
3. Monitor the Contra Costa Transportation Authority including efforts to implement Measure J.
4. Monitor EBMUD and Contra Costa Water District projects and activities.
5. Review issues associated with the health of the San Francisco Bay and Delta, including but not limited to Delta levees, flood control, dredging, drought planning, habitat conservation, development of an ordinance regarding single-use plastic bags and polystyrene, and water quality, supply and reliability,
6. Review issues associated with County flood control facilities.
7. Monitor creek and watershed issues and seek funding for improvement projects related to these issues.
8. Monitor the implementation of the Integrated Pest Management policy.
9. Monitor the status of county park maintenance issues including but not limited to transfer of some County park maintenance responsibilities to other agencies and implementation of Measure WW grants.
10. Monitor and report on the East Contra Costa County Habitat Conservation Plan.
11. Review the ability to revise the County design standards for residential streets to address traffic calming and neighborhood livability issues when these roads are built.
12. Monitor and report on the Underground Utilities Program.
13. Monitor implementation of the Letter of Understanding with PG&E for the maintenance of PG&E streetlights in Contra Costa.
14. Freight transportation issues, including but not limited to potential increases in rail traffic such as that proposed by the Port of Oakland and other possible service increases, safety of freight trains and trucks that transport hazardous materials, the planned truck route for North Richmond; and the deepening of the San Francisco-to-Stockton Ship Channel.
15. Monitor the Iron Horse Corridor Management Program.
16. Monitor and report on the eBART Project.
17. Review transportation plans and services for specific populations, including but not limited to *County Low Income Transportation Action Plan, Coordinated Human Services Transportation Plan for the Bay Area, Priorities for Senior Mobility, Bay Point Community Based Transportation Plan* and the work of Contra Costans for Every Generation.
18. Monitor issues of interest in the provision of general transportation services, including but not limited to public transportation and taxicab services
19. Monitor the statewide infrastructure bond programs.
20. Monitor the progress of the Pacheco Transit Hub.



Contra
Costa
County

To: Board of Supervisors
From: Fish and Wildlife Committee
Date: January 15, 2013

Subject: Fish and Wildlife Committee 2012 Annual Report

RECOMMENDATION(S):

ACCEPT the Contra Costa County Fish and Wildlife Committee 2012 Annual Report as recommended by the Fish and Wildlife Committee.

FISCAL IMPACT:

None.

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 report annually to the Board of Supervisors. The attached report presented for Board consideration was approved by the Fish and Wildlife Committee on December 19, 2012.

CONSEQUENCE OF NEGATIVE ACTION:

The annual reporting requirement to the Board of Supervisors would not be fulfilled.

CHILDREN'S IMPACT STATEMENT:

This is not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Maureen Parkes
(925-674-7831)

By: , Deputy

cc:

Advisory Body Name: Contra Costa County Fish and Wildlife Committee

Advisory Body Meeting Time/Location: 3rd Wednesday of every month, 3 – 5 pm

2475 Waterbird Way County Public Works Department Road Maintenance Division lunch room

Chair: Daniel Pellegrini

Staff: John Kopchik and Maureen Parkes

Reporting Period: January 2012 – December 2012

1. Activities and Accomplishments: *Describe your accomplishments for the past year, particularly in reference to your work plan and objectives.*

The Fish and Wildlife Committee (Committee) met monthly to discuss matters related to fish and wildlife issues in Contra Costa County. The Committee is responsible for running a grant program that expends the Fish and Wildlife Propagation Funds (funds that are collected by the CA Department of Fish and Game for code violations). The Committee also hosts an annual Fall Forum to raise awareness among people working in law enforcement, environmental restoration, education and outreach about fish and wildlife issues.

Grant Program: The Committee received 16 proposals for funding during the regular grant cycle. The Committee reviewed the proposals, interviewed applicants and selected 10 proposals to recommend to the Board. Grants ranged from \$1,060 to \$10,000. The Committee reviewed progress reports and extended invitations to grantees to give presentations.

Outreach: The Committee hosted the annual Fall Forum that is open to the public and encourages people involved in Fish and Wildlife law enforcement issues in Contra Costa County to attend. Invited attendees included representatives of the California Department of Fish and Game, Sheriff's Department, District Attorney's Office, Superior Court, Public Defender's Office, the East Bay Regional Park District Police and the Board of Supervisors. Participants have indicated that the Fall Forums have been helpful in raising awareness and fostering cooperation on fish and wildlife issues and law enforcement. More than 75 people attended.

Committee members were regularly updated on activities related to Fish and Wildlife in Contra Costa County and had presentations which included:

- Presentation on the East Contra Costa County Historical Ecology Study
- Update on the Raptor Perch Project
- Presentation at the Fall Forum on rattlesnake rescues
- Presentation on LiDAR surveys at Fernandez Ranch
- Presentation on trends at Lindsay Wildlife Museum

2. Attendance/Representation (1/4 page): *Describe your membership in terms of seat vacancies, diversity, level of participation, and frequency of achieving a quorum at meetings.*

The Fish and Wildlife Committee consists of ten members. Each supervisor appoints a member and the Internal Operations Committee appoints four members and one alternate. The term for a member is two years. The Committee meets monthly. They met ten times at which a quorum was always present. There were two cancelled meetings due to lack of items. There were three seat vacancies during portions of 2012 which were filled. The members were: Martha Berthelsen (D-I), Susan Heckly (D-II), Kevin McIlvenna (D-III), Brett Morris (D-IV), Daniel Pellegrini (D-V), James Hale (At-Large), Kathleen Jennings (At-Large), Jeff Skinner (At-Large), Webb Johnson (At-Large) and Scott Stephan (At-Large Alternate).

3. Training/Certification (1/4 page): *Describe any training that was provided/conducted and/or any certifications received either as a requirement or on an elective basis by committee members.*

At monthly meetings committee members were regularly updated on activities related to fish and wildlife in Contra Costa County and had five presentations (see Activities/Accomplishments). Committee members were provided with the 2012 Advisory Body Handbook. Each of the new members (Webb Johnson, Scott Stephan and Kevin McIlvenna) viewed the required videos "The Brown Act and Better Government Ordinance – What You Need to Know as a Commission, Board or Committee Member" and "Ethics Orientation for County Officials" and submitted certification that they viewed both videos (attached). Certifications are on file for all of the members.

4. Proposed Work Plan/Objectives for Next Year (1/2 page): *Describe your work plan, including specific objectives to be achieved for the following year.*

(1) Fish and Wildlife Committee Operations:

- Develop and refine Work Plan (working document in constant development).
- Maintain FWC membership by advertising vacancies and forwarding applications to the Internal Operations Committee.
- Seek to coordinate with other Fish and Wildlife Committees on regional matters.
- Coordinate with Contra Costa Watershed Forum.

(2) Make recommendations to the Board of Supervisors via the Internal Operations Committee for the appropriation of funds from the Fish and Wildlife Propagation Fund to support fish and wildlife projects in the community:

- Conduct grant program to solicit proposals, evaluate their relative merits, and recommend funding for projects which will contribute most to the fish and wildlife resources of the County.
- Develop and advertise FWC grant program by: 1) Reviewing past Request for Proposals (RFP), funding applications; and 2) Developing new RFP, funding application deadline, and funding priorities and distributing these materials to the media, to the FWC mailing list and RFP mailing list, and to anyone else who request them.
- Develop an enhanced marketing plan to increase outreach to schools in the future.
- Work with agencies, organizations, and individuals to help them plan and develop projects suitable for support from the Fish and Wildlife Propagation Fund.
- Review funding applications received. Make recommendations to the Board of Supervisors via the Internal Operations Committee for the awarding of grants.
- Follow-up on projects that receive funding to assure that projects proceed as proposed. One way the FWC will do this is to extend invitations to prior Fish and Wildlife Propagation Fund Grant recipients to future meetings to give status reports, outcomes and presentations regarding their projects.
- Send out a letter to grant recipients requesting project status reports.

(3) Fish and Wildlife Committee projects (develop and prioritize a list of projects for potential FWC involvement; select projects for FWC involvement and provided appropriate support, including: initiation, planning, consultation, and/or funding):

- Make recommendations to the Board on awarding Certificates of Appreciation for significant contributions to the fish and wildlife resources of the County.
- Consider a possible Wildlife Forum

(4) Improve enforcement of fish and game laws and regulations; increase flow of money into the Fish and Wildlife Propagation Fund:

- Review status reports on Fish and Game Code enforcement in Contra Costa County. Consider advising the Board on trends.
- Help assure that, when appropriate, a portion of fines from violations of laws designed to protect fish and wildlife resources is deposited in the Fish and Wildlife Propagation Fund. Promote awareness of the harm caused by violation of fish and wildlife regulations and the value of enforcement.
- Host a Fall Forum with law enforcement officials (CA Dpt. of Fish and Game, Sheriff's Dpt., District Attorney's Office, Superior Court, Public Defender's Office, the East Bay Regional Park District Police) to discuss fish and wildlife issues and enforcement.

(5) Monitor and advise the Board on projects that may affect fish and game resources in the county:

- Attend field trips to see major restoration projects and prior Fish and Wildlife Propagation Fund Grant recipients' projects in the County.
- Consider tours of ECCCHC properties, Marsh Creek Fish Ladder, Walnut Creek Drop Structure, Dow Wetlands and Chelsea Wetlands at Pinole.

(6) Develop policy recommendations ("white papers") on fish and wildlife issues:

- Update FWC's "Wildlife in Your Backyard" pamphlet.
- Discuss wildlife and human interaction / interface.
- Discuss public education on reducing the impact of cats on wildlife.
- Discuss the Bay Delta Conservation Plan and proposal for water conveyance tunnels under the Delta.



Training Certification for Member of County Advisory Body

By signing below, I certify that on 12.21.11, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 12.22.11, I watched the entire training tape: **"Ethics Orientation for County Officials."**

A handwritten signature in blue ink, appearing to read "Scott W. Stephan", is written over a horizontal line.

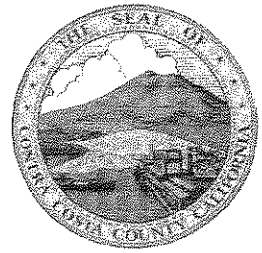
(Name of Member of Advisory Body)

SCOTT W. STEPHAN

12/22/11

(Date)

Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.



Training Certification for Member of County Advisory Body

By signing below, I certify that on 4-2-12, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

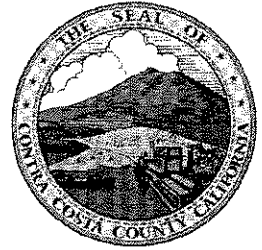
By signing below, I certify that on 4-2-12, I watched the entire training tape: **"Ethics Orientation for County Officials."**

WEBB JOHNSON
(Name of Member of Advisory Body)

[Signature]

4-2-12
(Date)

Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.



Training Certification for Member of County Advisory Body

By signing below, I certify that on 6/27/2012, I watched the entire training tape: **"The Brown Act and Better Government Ordinance—What You Need to Know as a Commission, Board, or Committee Member."**

By signing below, I certify that on 6/27/2012, I watched the entire training tape: **"Ethics Orientation for County Officials."**

KEVIN L. McIVENNA
(Name of Member of Advisory Body)

6/27/2012
(Date)

Return this Certification to the chair or staff of your advisory body. Your Certification that you have completed these training activities will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.



Contra
Costa
County

To: Board of Supervisors

From: Kathy Gallagher, Employment & Human Services

Date: January 15, 2013

Subject: Approval to enter into Licensing Agreement with Raising a Reader

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to enter into a licensing agreement with "Raising A Reader © National", a California non-profit corporation, including a mutual indemnification clause to provide a literacy program to County childcare sites during the term May 1, 2012 through April 30, 2017.

FISCAL IMPACT:

None

BACKGROUND:

The Community Services Bureau of the Employment & Human Services Department has adopted a program "Raising A Reader" to promote early literacy among the Department's childcare centers. The program provides training materials, books and book bags to be distributed to children and families enrolled in the county childcare centers. The Raising A Reader program materials include a curriculum that teachers and parents may use to further promote literacy.

This board order seeks approval for the department to enter into an agreement to be an affiliate of the Raising A Reader program, thereby providing the County licensing rights to reproduce program materials for use at the centers.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: C. Youngblood, 313-1712

By: , Deputy

cc: Cassandra Youngblood, Kristin Cooke

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will lose the right to use the literacy 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.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D.
Date: January 15, 2013

Subject: Unpaid Student Training Agreement #26-126-7 with Contra Costa Community College District,

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Unpaid Student Training Agreement #26-126-7 with Contra Costa Community College District, an educational institution, to provide field instruction at Contra Costa Regional Medical Center and Contra Costa Health Centers for Contractor's medical assistant, nurse and office technician students for the period from September 1, 2012 through August 31, 2015.

FISCAL IMPACT:

None

BACKGROUND:

The purpose of this agreement is to provide Contractor's students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, benefitting from the students' services to patients.

On December 15, 2009, the Board of Supervisors approved Contract #26-126-5 with Contra

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/15/2013** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES _____ NOES _____

ABSENT _____ ABSTAIN _____

RECUSE _____

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

ATTESTED: January 15, 2013

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

Contact: Anna Roth, 370-5101

By: , Deputy

cc: D Morgan, D Gary

BACKGROUND: (CONT'D)

Costa Community College District, for the period from September 1, 2009 through August 31, 2012 for the provision of supervised fieldwork instruction experience with Health Services.

Approval of Unpaid Student Training Agreement #26-126-7 will allow supervised fieldwork instruction experience for Contractor's students, at Contra Costa Regional Medical Center and Contra Costa Health Centers August 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the students will not receive supervised fieldwork instruction experience at Contra Costa Regional Medical Center and Contra Costa Health Centers.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE