

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

KAREN MITCHOFF, CHAIR, 4TH DISTRICT
JOHN GIOIA, VICE CHAIR, 1ST DISTRICT
CANDACE ANDERSEN, 2ND DISTRICT
MARY N. PIEPHO, 3RD DISTRICT
FEDERAL D. GLOVER, 5TH DISTRICT

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

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, MAY BE LIMITED TO TWO (2) MINUTES.

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 6, 2015

9:00 A.M. Convene, Call to Order and Opening Ceremonies

Presentation of the Colors by the Contra Costa County Sheriff's Honor Guard

The Pledge of Allegiance

Singing of the National Anthem, led by Cynthia Patton

Inspirational Thought - *"I have always been delighted at the prospect of a new day, a fresh try, one more start, with perhaps a bit of magic waiting somewhere behind the morning."* ~ J. B. Priestly

2015 REORGANIZATION OF THE BOARD OF SUPERVISORS

- **Swearing in of re-elected County Department Heads by the Honorable Joni Hiramoto, Contra Costa County Superior Court Judge**
- **Swearing in of re-elected Supervisors John Gioia, District I, and Karen Mitchoff, District IV by the Honorable Joni Hiramoto, Contra Costa County Superior Court Judge**
- **Comments of the Outgoing Chair, Supervisor Karen Mitchoff**
- **Election of the 2015 Chair and Vice Chair of the Board of Supervisors**
- **Swearing in of the 2015 Chair and Vice Chair**
- **Presentation by Supervisor Gioia of token of appreciation to the 2014 Chair Karen Mitchoff**
- **Comments of the Incoming Chair**
- **Introduction of Staff and Comments of Board Members**

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.108 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 today will be continued to the January 13, 2015 meeting unless otherwise noted.**

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

D. 2 PUBLIC COMMENT (2 Minutes/Speaker)

D.3 CONSIDER approving recommendations for Board Member appointments to local, regional and statewide committees, boards, and commissions, adopting Resolution No. 2015/1 amending the Master List of Board Member appointments for 2015, and approving the posting of Form 806 to the County website to report additional compensation that Board members receive when serving on committees, boards, and commissions of a public agency, special district, and joint powers agency or authority. (Supervisor Gioia)

D. 4 CONSIDER reports of Board members.

ADJOURN in memory of Anthony Allen, recipient of the 2008 Richmond Martin Luther King Jr. Leadership Award

ADJOURN to Board of Supervisors Reorganization Luncheon
1414 Harbour Way South
Richmond, CA

CONSENT ITEMS

Road and Transportation

C. 1 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the Right of Way Contract over a portion of the property located at 1300 Amador Street, San Pablo, CA; ACCEPT the Grant of Easement from the West Contra Costa Unified School District Successor to San Pablo District of Contra Costa County; and APPROVE payment in the amount of \$133,500, in connection with the I-80/San Pablo Dam Road Interchange Project-Phase 1, San Pablo area. (100% Contra Costa Transportation Authority Funds)

Engineering Services

- C. 2** ADOPT Resolution No. 2015/7 accepting completion of the warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance for park acceptance PA05-00025, for a project developed by Windemere BLC Land Company, LLC, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (100% Developer Fees)
- C. 3** ADOPT Resolution No. 2015/8 accepting completion of landscape improvements for the Subdivision Agreement (Right-of-Way Landscaping) for road acceptance RA04-01166, for a project developed by Windemere BLC Land Company, LLC, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (100% Developer Fees)

Claims, Collections & Litigation

- C. 4** DENY claims from Beverly Beckwith, Building Services System Maintenance Inc., Stephanie Ebright, Michael Keller, Andrew Perez, Ivette Santaella, Roderick Thomas, Erica Uschold and Michael Geary Wilson.

Statutory Actions

- C. 5** APPROVE the Board meeting minutes for November 2014, as on file with the Office of the Clerk of the Board.

Appointments & Resignations

- C. 6** REAPPOINT Catherine Engberg, Patrick Tahara, Christopher Brydon, Melissa Holmes Snyder, and Walt Gilfillan to the Kensington Municipal Advisory Council for four year terms, as recommended by Supervisor Gioia.
- C. 7** REAPPOINT Tom Owens, Sharon Thygesen, Barbara Pendergrass, Jim Hermann, Mark Porter, Kylan Patterson, and George Cleveland to the El Sobrante Municipal Advisory Council for four year terms coterminous with the term of Supervisor Gioia.
- C. 8** ACCEPT the resignation of Peggy Kennedy, DECLARE vacant the District II Member at Large Seat on the Contra Costa County Mental Health Commission effective immediately, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Andersen.

- C. 9** REAPPOINT David Meza, Beverly Scott, Don Gilmore, Henry Clark, Annie Meredith-King, LaSaunda Tate, and Jarrell Aaron Morgan to the North Richmond Municipal Advisory Council for four year terms coterminous with the term of Supervisor Gioia.
- C. 10** APPROVE request for new medical staff members, staff affiliation, additional privileges, advancements to permanent staff, biennial reappointments, biennial renewal of privileges, voluntary resignations and withdrawals, as recommended by the Medical Executive Committee at their September 3, 2014 Meeting, and by the Health Services Director.
- C. 11** ACCEPT the Resignation of Joanne L. Boyle, DECLARE vacant the Appointee 2 seat on the Pacheco Municipal Advisory Council, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Glover.
- C. 12** APPOINT Iris Wong to the Contra Costa Commission for Women with a term expiring February 28, 2015, as recommended by Supervisor Mitchoff.
- C. 13** APPROVE medical staff members appointments and reappointments, privileges, department changes, advancements, and voluntary resignations, as recommended by the Medical Executive Committee at their December 15, 2014 Meeting, and by the Health Services Director.
- C. 14** APPROVE correction of the terms of office of the four members of the Family and Children's Trust Committee (FACT) appointed by Board action of September 23, 2014 (Item C.19) to end on September 30, 2016, as recommended by the County Administrator.
- C. 15** ACCEPT resignation of Dennisha Marsh from the Low-Income Sector Seat 3 on the Economic Opportunity Council, DECLARE a vacancy, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.
- C. 16** ACCEPT resignation of Rachele Gomez, DECLARE a vacancy in Low-Income Sector Seat 2 on the Economic Opportunity Council, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.

Appropriation Adjustments

- C. 17** Sheriff's Office (0255, 0300, 0359, 0369): APPROVE Appropriation Adjustment No. 5023 authorizing the transfer of appropriations in the amount of \$2,000,000 from Sheriff's Office (0255) to Custody Services (0300), Coroner (0359) and Emergency Services (0362) to appropriately allocate fiscal year 2014/15 permanent overtime. (No additional fiscal impact)

Personnel Actions

- C. 18** ADOPT Position Adjustment Resolution No. 21589 to add three Fire Captain-56 Hour (represented) positions and cancel two vacant Firefighter-Paramedic/56 Hour (represented) positions and one vacant Firefighter/56 Hour (represented) position in the Contra Costa County Fire Protection District. (100% Federal)
- C. 19** ADOPT Position Adjustment Resolution No. 21583 to add one Supervising Environmental Health Specialist (represented) position, and cancel one Assistant Director of Environmental Health (represented) position in the Health Services Department. (Cost savings)
- C. 20** ADOPT Position Adjustment Resolution No. 21584 to add one Health Services Reimbursement Accountant position (represented) in the Health Services Department. (100% Affordable Care Act)
- C. 21** ADOPT Position Adjustment Resolution No. 21585 to add one Medical Social Worker II (represented) position in the Health Services Department. (100% State)
- C. 22** ADOPT Position Adjustment Resolution No. 21586 to add one Health Services Information Technology Supervisor position (represented) and cancel one Computer Operations Supervisor position (represented) in the Health Services Department. (Enterprise Fund I)
- C. 23** ADOPT Position Adjustment Resolution No. 21587 to add two Health Services Systems Analyst II positions (represented) and cancel two Health Services Clinical Systems Analyst II positions (represented) in the Health Services Department. (Cost savings)
- C. 24** ADOPT Position Adjustment Resolution No. 21588 to add one Network Analyst I position (represented) and cancel one Network Administrator II position (represented) in the Health Services Department. (Cost savings)
- C. 25** ADOPT Position Adjustment Resolution No. 21592 to add one permanent part-time 24/40 Health Services Administrator-Level B position (represented) in the the Health Services Department. (CCHP Enterprise Fund III)
- C. 26** ADOPT Position Adjustment Resolution No. 21593 to add one Health Services Systems Analyst II position (represented) and cancel one Health Services Systems Analyst III position (represented) in the Health Services Department. (Cost savings)

- C. 27** ADOPT Position Adjustment Resolution No. 21594 to add two Health Plan Member Services Counselor positions (represented) and cancel two Information Systems Assistant II positions (represented) in the Health Services Department. (100% CCHP Enterprise Fund III)
- C. 28** ADOPT Position Adjustment Resolution No. 21513 to reclassify one Network Administrator I (represented) position and its incumbent to Information Systems Manager I (represented) position in the District Attorney's Office. (100% General Fund)
- C. 29** ADOPT Position Adjustment Resolution No. 21581 to add two Electronic Systems Specialist (represented) positions and two Steamfitter (represented) positions in the Public Works Department. (100% Chargeouts)
- C. 30** ADOPT Position Adjustment Resolution No. 21582 to ADD one Recycle Center Attendant I position (represented) in the Public Works Department. (100% Chargeouts)
- C. 31** ADOPT Position Adjustment Resolution No. 21553 to add one Social Services Appeals Officer (represented) position in the Employment and Human Services Department. (Federal 45%, State 45%, County 10%)

Grants & Contracts

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

- C. 32** APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$1,000 from the Crockett Community Foundation to provide library materials and programs for the period February 1, 2015 through June 30, 2015. (No County match)
- C. 33** APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture for the exclusion and control of the light Brown Apple moth in an amount not to exceed \$27,534 for the period of October 1, 2014 through September 30, 2015. (100% State)
- C. 34** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with the Metropolitan Transportation Commission to pay County an amount not to exceed \$109,948 for the CalWORKs participants Taxi Referral Program for the period October 1, 2014 through December 31, 2016. (100% required match: 58% State, 42% in-kind).

- C. 35** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with the Metropolitan Transportation Commission, to pay County an amount not to exceed \$129,500, for the Keeping Employment Equals Your Success Program for the period October 1, 2014 through December 31, 2016. (100% State match)
- C. 36** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with John Swett Unified School District for County to provide school-based mobile clinic services, for the period September 1, 2014 through August 31, 2015. (No fiscal impact)
- C. 37** APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a "Book to Action" grant in the amount of \$3,000 from the California Center for the Book on behalf of the California State Library to provide materials and programs at the Lafayette Library for the period January 2, 2015 through December 31, 2015. (No County match)
- C. 38** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment agreement with the State of California, Department of Health Care Services, effective December 31, 2014, to extend the term through December 31, 2015, with no change in the original payment limit of \$1,594,000, to allow the County to continue providing Local Initiative Program Services. (No County match)
- C. 39** APPROVE and AUTHORIZE the Conservation and Development Interim Director, or designee, to execute an agreement with the City of Walnut Creek to transfer to the County an amount not to exceed \$159,858 for purposes of the City's Housing Rehabilitation Loan and Grant Program, for the period January 1, 2015 through June 30, 2015. (100% federal funds through the City of Walnut Creek)
- C. 40** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with First 5 Contra Costa Children and Families Commission, to pay the County an amount not to exceed \$315,450, to provide wraparound and other mental health services for children ages 0 to 5 years, for the period July 1, 2014 through June 30, 2015. (No County match)

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

- C. 41** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with HP Enterprise Services, LLC, in an amount not to exceed \$28,575,239, as the Contra Costa County's portion to maintain and operate the California Works Information Network (CalWIN), for the period February 1, 2015 through January 31, 2020. (47.6% State, 46.6% Federal, 4.8% County)

- C. 42** APPROVE and AUTHORIZE the County Clerk-Recorder, or designee, to execute a contract amendment with Election Systems & Software, LLC (ES&S) in an amount not to exceed \$532,963 to a new payment limit of \$1,050,260 to continue providing hardware and software maintenance services and support, and extend the term from January 1, 2015 to December 31, 2016. (100% General Fund)
- C. 43** APPROVE and AUTHORIZE the Department of Conservation and Development Interim Director, or designee, to execute a contract amendment with Contra Costa Generating Station, LLC, to temporarily reduce the monthly fee charged by the County from \$76,282.05 to reimbursement on a time and material basis not to exceed \$25,000 for the period January 1, 2015 to December 31, 2016 due to a delay in construction activity and commensurate reduction in building inspection services provided by the County during this period, with no change to the payment limit of \$3,150,000. (100% cost recovery)
- C. 44** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order amendment with General Electric Healthcare, to increase the payment limit by \$25,000 to a new payment limit of \$174,000 to provide Radiopharmaceutical Distribution Services at Contra Costa Regional Medical Center, for the period January 1, 2013 through December 31, 2014. (100% Enterprise Fund I)
- C. 45** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Employment and Human Services Department, to execute a purchase order with Integrated Archive Systems, in the amount not to exceed \$107,922, to procure additional virtual server capacity, for the period December 16, 2014 through November 15, 2015. (10% County; 45% State; 45% Federal)
- C. 46** APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute a contract with Behavioral Interventions, Inc. in the amount of \$350,000 to provide electronic monitoring equipment for the period February 1, 2015 through January 31, 2017. (80% General Fund, 20% Participant fees)
- C. 47** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Probation Officer, a purchase order with CompuCom Systems, Inc. in an amount not to exceed \$138,489 for software application licensing for the period February 1, 2015 through January 31, 2018. (100% General Fund)
- C. 48** ADOPT Resolution No. 2015/11 accepting as complete the construction contract work performed by Vila Construction Co., for the Improvements to Tamalpais Unit at Old Juvenile Hall, 202 Glacier Drive, Martinez, as recommended by the Public Works Director. (No fiscal impact)

- C. 49** ADOPT Resolution No. 2015/10 accepting as complete the construction contract work performed by Sea Pac Engineering, Inc., for the Boiler Replacement at 651 Pine Street, Martinez, as recommended by the Public Works Director. (No fiscal impact)
- C. 50** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Abid Majid, M.D. (dba Serramonte Pulmonary Asthma Sleep Clinic, Inc.) in an amount not to exceed \$220,000, to provide pulmonary services, for the period December 1, 2014 through November 30, 2016. (100% Contra Costa Health Plan Enterprise Funds III)
- C. 51** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Abbas Mahdavi, M.D., Inc. in an amount not to exceed \$500,000, to provide pediatric primary care services, for the period December 1, 2014 through November 30, 2016. (100% Contra Costa Health Plan Enterprise Funds III)
- C. 52** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Steven A. Harrison, M.D., in an amount not to exceed \$475,000, to provide ophthalmology services, for the period December 1, 2014 through November 30, 2016. (100% Contra Costa Health Plan Enterprise Funds III)
- C. 53** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Applied Remedial Services, Inc., in an amount not to exceed \$290,000, for removal and disposal of hazardous waste materials at the Contra Costa Regional Medical and Health Centers, for the period from January 1, 2015 through December 31, 2015. (100% Enterprise I Fund)
- C. 54** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Greater Richmond Inter-Faith Program, in an amount not to exceed \$1,188,191, to provide emergency shelter program services for youth, for the period October 1, 2014 through September 30, 2015. (32% Federal funding, 48% State Mental Health Services Act, 16% Contra Costa Employment and Human Services Department, and 4% net County cost)
- C. 55** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Diablo Dialysis Access Center, A California Professional Medical Corporation, in an amount not to exceed \$450,000, to provide dialysis access services to Health Plan members, for the period December 1, 2014 through November 30, 2016. (100% Contra Costa Health Plan Enterprise Fund III)
- C. 56** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Santa Rosa Consulting, Inc., in an amount not to exceed \$1,500,000, to provide consultation and technical assistance to the Department's Information Systems, for the period September 1, 2014 through June 30, 2015. (100% Enterprise Fund I)

- C. 57** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Marjory Giustino, MFT, effective November 1, 2014, to increase the payment limit by \$10,000 to a new payment limit of \$120,000, to make technical adjustments to the rate sheet and to provide mental health services to additional Medi-Cal beneficiaries, with no change in the original term of July 1, 2013 through June 30, 2015. (50% Federal Medi-Cal; 50% State General Fund)
- C. 58** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of Health Services Department, to execute a purchase order amendment with Arthrex Inc. to increase the amount payable by \$30,000 to a new total of \$395,000 for supplies for arthroscopic and open procedures performed at Contra Costa Regional Medical Center, for the period from February 1, 2012 through January 31, 2015. (100% Enterprise Fund I)
- C. 59** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute purchase order with American Messaging Services Inc., in the amount not to exceed \$130,000 for rental of pagers used by staff at the Contra Costa Regional Medical Center and Health Services Clinics, for the period from January 7, 2015 through January 6, 2017. (100% Enterprise Fund I)
- C. 60** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Public Works Director, a purchase order with Dell Financial Services in the amount of \$144,630 for a three-year term for the lease of one hundred and fifty personal computers. (40% Flood Control District Funds, 40% Local Road Funds, 20% Special Revenue Funds)
- C. 61** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a purchase order amendment with General Electric Healthcare to increase the amount payable by \$25,000 to a new total of \$174,000, to provide Radiopharmaceutical Distribution Services at Contra Costa Regional Medical Center, for the period from January 1, 2013 through December 31, 2014. (100% Enterprise Fund I)
- C. 62** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of Health Services Department, to execute a purchase order amendment with Stryker Sales Corporation to increase the amount payable by \$160,000 to a new total of \$409,000 for supplies for arthroscopic procedures performed at Contra Costa Regional Medical Center, for a period of September 1, 2013 through August 31, 2015. (100% Enterprise Fund I)

- C. 63** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Amy Scott, MFT, effective November 1, 2014, to make technical adjustments to the rate sheet, and to provide mental health services to additional Medi-Cal beneficiaries, with no change in the original payment limit of \$120,000 and no change in the original term of July 1, 2013 through June 30, 2015. (50% Federal Medi-Cal Funds; 50% State General Funds)
- C. 64** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Probation Officer, a purchase order with Berkeley Farms Inc. in an amount not to exceed \$215,000 to provide dairy products needed to feed residents of the John A. Davis Juvenile Hall and the Orin Allen Youth Rehabilitation Facility for the period February 1, 2015 through January 31, 2017. (100% General Fund)
- C. 65** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Victor Kogler, in an amount not to exceed \$125,938, to provide consultation, technical assistance and operational support to the Behavioral Health Services Division/Alcohol and Other Drugs Services, for the period January 1, 2015 through December 31, 2015. (70% Federal, 30% State Funds)
- C. 66** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Louro Consulting Services, Inc., in an amount not to exceed \$141,484, to provide professional consulting services to the Division on Health Plan committees, member benefits, and member services , for the period January 1, 2015 through December 31, 2015. (100% Enterprise III Funds)
- C. 67** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Specialty Laboratories, Inc. (dba Quest Diagnostics Nichols Institute of Valencia), in an amount not to exceed \$950,000, to provide outside clinical laboratory services for Contra Costa Regional Medical and Health Centers, for the period January 1, 2015 through December 31, 2015. (100% Enterprise Fund I)
- C. 68** APPROVE and AUTHORIZE the Health Services Director, or designee, a contract with MGA Healthcare, Inc., a corporation, in an amount not to exceed \$1,000,000, to provide temporary pharmacists, pharmacy technicians and permanent placement recruitment services at Contra Costa Regional Medical and Contra Costa Health Centers, for the period from January 1, 2015 through December 31, 2015. (100% Enterprise Fund I)

- C. 69** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a purchase order amendment with Curascript, Inc., to increase the payment limit by \$500,000 for a new total of \$900,000, for the hormone implants to be used at the Contra Costa Regional Medical Center and Health Centers, for the period December 1, 2014 through November 30, 2015. (100% Enterprise Fund I)
- C. 70** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Janet Diaz, M.D., Inc. in an amount not to exceed \$300,000 to provide pulmonary services at Contra Costa Regional Medical and Health Centers, for the period from November 1, 2014 through October 31, 2016. (100% Enterprise Fund I)
- C. 71** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract extension with Robert Half International, Inc., effective December 31, 2014, with no change in the payment limit of \$895,000, to continue providing services to support the Electronic Health Record and the Behavioral Health Services Projects, and to extend the term from December 31, 2014 through June 30, 2016. (100% Enterprise Fund I)
- C. 72** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Martha D. Newman, in an amount not to exceed \$190,000, to provide consultation and technical assistance to Contra Costa Regional Medical and Health Centers on the Delivery System Reform Incentive Plan (DSRIP) including, but not limited to the development of quality metrics, leadership strategies and educational goals as they relate to DSRIP, for the period December 1, 2014 through November 30, 2015. (100% Enterprise Fund I)
- C. 73** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Telecare Corporation in an amount not to exceed \$649,886, to provide gero-psychiatric services and subacute mental health care services to severely and persistently mentally ill clients, for the period July 1, 2014 through June 30, 2015, with a six-month automatic extension through December 31, 2015, in an amount not to exceed \$324,943. (100% Mental Health Realignment)
- C. 74** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Aya Healthcare, Inc., effective October 1, 2014, to increase the payment limit by \$350,000 to a new payment limit of \$600,000 to provide additional temporary nursing staff at Contra Costa Regional Medical and Health Centers, with no change in the original term of September 1, 2013 through August 31, 2015. (100% Enterprise Fund I)
- C. 75** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an agreement with Pacific Union College, to provide supervised field instruction in the County's Public Health Division to nursing students, for the period from January 1, 2015 through December 31, 2017. (No Fiscal Impact)

- C. 76** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with William E. Berlingieri, M.D., in an amount not to exceed \$313,600, to provide outpatient psychiatric services to adult clients in West County, for the period from January 1, 2015 through December 31, 2015. (100% Mental Health Realignment)
- C. 77** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Oliver Wyman Actuarial Consulting, Inc., in an amount not to exceed \$405,000, to provide actuarial consulting services for the Contra Costa Health Plan, for the period December 1, 2014 through November 30, 2016. (100% by Enterprise Fund III)
- C. 78** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Gary Scott Nye, M.D., in an amount not to exceed \$174,720, to provide outpatient psychiatric services in West County, for the period January 1, 2015 through December 31, 2015. (100% Mental Health Realignment)
- C. 79** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with California Shock Trauma Air Rescue, including modified indemnification language, to provide air ambulance patient transport services as requested by County's Emergency Medical Services Division, for the period from January 1, 2015 through December 31, 2016. (No fiscal impact)
- C. 80** 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 to the department on the Keane Chargemaster Billing and EPIC Electronic Medical Record Systems used at Contra Costa Regional Medical Center, for the period January 1, 2015 through December 31, 2015. (100% Enterprise Fund I)
- C. 81** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Richard D. Baldwin, M.D. in an amount not to exceed \$220,800, to provide geriatric psychiatric services for seriously and persistently mentally ill older adults, for the period January 1, 2015 through December 31, 2015. (100% Mental Health Realignment Fund)
- C. 82** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Wilson Consulting, Inc., effective November 1, 2014, to increase the payment limit by \$360,000 to a new payment limit of \$1,260,000 to provide additional technical support services for County's Patient Accounting System, the Keane system, "HL7" interface, including the Department's appointment system and to extend the term from December 31, 2014 through December 31, 2015. (100% Enterprise Fund I)

- C. 83** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Kaiser Foundation Hospitals (dba Kaiser Permanente – Walnut Creek), including modified indemnification language, to be designated as a Primary Stroke Center for the period from January 1, 2015 through December 31, 2017. (No fiscal impact)
- C. 84** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Reach Air Medical Services, including modified indemnification language, to provide air ambulance patient transport services as requested by County’s Emergency Medical Services Division, for the period from January 1, 2015 through December 31, 2016. (No County match)
- C. 85** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Victor Treatment Centers, Inc. in an amount not to exceed \$130,000, to provide residential treatment services to seriously emotionally disturbed children, for the period January 1, 2015 through June 30, 2015, with a six-month automatic extension through December 31, 2015, in an amount not to exceed \$130,000. (50% Federal Financial Participation; 50% Mental Health Realignment)
- C. 86** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with John Muir Health Inc. (dba John Muir Medical Center-Walnut Creek Campus), including modified indemnification language, to be designated as a Primary Stroke Center, for the period from January 1, 2015 through December 31, 2017. (No fiscal impact)
- C. 87** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Aurora Adrianna Mandy (dba Delta Counseling), effective November 1, 2014, to make technical adjustments to the rate sheet and provide specialty mental health services to additional Medi-Cal beneficiaries, with no change in the original contract payment limit of \$132,000 and no change in the original term of July 1, 2013 through June 30, 2015. (50% Federal Medi-Cal; 50% State General Fund)
- C. 88** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment agreement with Advent Advisory Group, LLC, including modified indemnification language, effective November 1, 2014, to increase the payment limit by \$3,000 to a new payment limit of \$71,000, to provide additional compliance auditing services, with no change in the original term of October 1, 2013 through September 30, 2015. (100% Contra Costa Health Plan Enterprise Fund III)
- C. 89** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Alexander Gorodetsky, M.D., in an amount not to exceed \$116,480, to provide outpatient psychiatric services at the West County Adult Mental Health Clinic, for the period January 1, 2015 through December 31, 2015. (100% Mental Health Realignment)

- C. 90** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Kaiser Foundation Hospitals (dba Kaiser Permanente – Antioch), including modified indemnification language, to be designated as a Primary Stroke Center, for the period from January 1, 2015 through December 31, 2017. (No fiscal impact)
- C. 91** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with County of Santa Clara for its Santa Clara Valley Medical Center, including modified indemnification language, in an amount not to exceed \$50,000, for the provision of laboratory testing services for Contra Costa Regional Medical and Health Centers, for the period July 1, 2014 through June 30, 2015. (100% Enterprise Fund I)
- C. 92** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with San Ramon Regional Medical Center, LLC, including modified indemnification language, to be designated as a Primary Stroke Center, for the period from January 1, 2015 through December 31, 2017. (No County match)
- C. 93** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with JWG Consulting, LLC, a limited liability company, in an amount not to exceed \$450,000, to provide consulting services, training, and technical assistance to Department's Information Technology Unit on patient financial services, for the period from January 1, 2015 through June 30, 2016. (100% Enterprise Fund I)
- C. 94** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Sodexo America, LLC in an amount not to exceed \$291,162, to provide management and oversight of the Food and Nutrition Services Unit at Contra Costa Regional Medical and Health Centers, for the period November 1, 2014 through October 31, 2015. (100% Enterprise Fund I)
- C. 95** APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay the San Ramon Valley Fire Protection District \$33,000 for Emergency Medical Service (EMS) Fire First Responder medical equipment, medical supplies and EMS training, upon approval of EMS Director for FY 2014-15. (100% Measure H Funds)
- C. 96** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a Purchase Order with Cantrell Drug Company, Inc., in an amount not to exceed \$305,000, for the purchase of pain management/premix medications at Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from January 1, 2015 through December 31, 2015. (100% Enterprise Fund I)

- C. 97** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Chief Information Officer, a purchase order amendment with IBM Corporation, to increase the payment limit by \$150,000 to a new payment limit of \$390,000 for maintenance and support of County mainframe computer software for the period January 1, 2014 through June 30, 2015, under the IBM Agreement for Software Maintenance. (100% Department User fees)
- C. 98** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Employment & Human Services Director, to execute a purchase order with Spike's Produce, in an amount not to exceed \$450,000, for fresh produce for children at childcare centers operated by the County, with the term January 1, 2015 through December 31, 2017. (50% Federal, 50% State)

Other Actions

- C. 99** ACCEPT the 2014 Year-End Report and APPROVE recommendations from the Family and Human Services Committee regarding the continuation, closure, re-naming, and addition of referrals to the Committee.
- C.100** RECEIVE report regarding the Office of the State Fire Marshal's review of Kinder Morgan's Integrity Management Program for pipelines in Contra Costa County, as recommended by the Transportation, Water and Infrastructure Committee, Countywide. (No fiscal impact)
- C.101** ACCEPT the 2014 Contra Costa County Advisory Council on Aging Annual Report as recommended by the Employment and Human Services Department Director.
- C.102** RECEIVE and ACCEPT the 2014 Annual Report of the Alamo Municipal Advisory Council (AMAC) as recommended by Supervisor Andersen.
- C.103** ACCEPT annual report from the Health Services Department on HIV Prevention and the Needle Exchange Program as recommended by the Family and Human Services Committee.
- C.104** ACCEPT report from the Employment and Human Services Department on the operations of the Covered California Call Center and the Affordable Care Act, and ADOPT Resolution No. 2015/6 as recommended by the Family and Human Services Committee.
- C.105** APPROVE and AUTHORIZE the Public Works Director's, or designee's, execution of six Pacific Gas and Electric Company Interconnection Agreements for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kilowatts or Less for Solar Photovoltaic Installations at six County facilities, Countywide. (No fiscal impact)

- C.106** ACCEPT the 2014 Annual Report from the Economic Opportunity Council Advisory Board for the period January 1, 2014 through December 31, 2014, as recommended by the Employment and Human Services Director.
- C.107** ACCEPT the 2014 In-Home Supportive Services Public Authority Advisory Committee Annual Report, as recommended by the Employment and Human Services Director.
- C.108** CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County, as recommended by the Health Services Director. (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.

Subscribe to receive to the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 335-1900 or using the County's on line subscription feature at the County's Internet Web Page, where agendas and supporting information may also be viewed:

www.co.contra-costa.ca.us

STANDING COMMITTEES

The **Airport Committee** - Not yet assigned.

The **Family and Human Services Committee** - Not yet assigned.

The **Finance Committee** - Not yet assigned.

The **Hiring Outreach Oversight Committee** - Not yet assigned.

The **Internal Operations Committee** - Not yet assigned.

The **Legislation Committee** - Not yet assigned.

The **Public Protection Committee** - Not yet assigned.

The **Transportation, Water & Infrastructure Committee** - Not yet assigned.

Airports Committee	TBD	TBD	See above
Family & Human Services Committee	TBD	TBD	See above
Finance Committee	TBD	TBD	See above
Hiring Outreach Oversight Committee	TBD	TBD	See above
Internal Operations Committee	TBD	TBD	See above
Legislation Committee	TBD	TBD	See above
Public Protection Committee	Special Meeting January 26, 2015	2:00 p.m.	See above
Transportation, Water & Infrastructure Committee	TBD	TBD	See above

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, MAY BE LIMITED TO TWO (2) MINUTES

A LUNCH BREAK MAY BE CALLED AT THE DISCRETION OF THE BOARD CHAIR

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

CCCPFD (ConFire) Contra Costa County Fire Protection District

CCHP Contra Costa Health Plan

CCTA Contra Costa Transportation Authority

CCRMC Contra Costa Regional Medical Center

CCWD Contra Costa Water District

CDBG Community Development Block Grant

CFDA Catalog of Federal Domestic Assistance

CEQA California Environmental Quality Act

CIO Chief Information Officer

COLA Cost of living adjustment
ConFire (CCCYPD) 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
DSRIP Delivery System Reform Incentive Program
EBMUD East Bay Municipal Utility District
ECCFPD East Contra Costa Fire Protection District
EIR Environmental Impact Report
EIS Environmental Impact Statement
EMCC Emergency Medical Care Committee
EMS Emergency Medical Services
EPSDT Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)
et al. et alii (and others)
FAA Federal Aviation Administration
FEMA Federal Emergency Management Agency
F&HS Family and Human Services Committee
First 5 First Five Children and Families Commission (Proposition 10)
FTE Full Time Equivalent
FY Fiscal Year
GHAD Geologic Hazard Abatement District
GIS Geographic Information System
HCD (State Dept of) Housing & Community Development
HHS (State Dept of) Health and Human Services
HIPAA Health Insurance Portability and Accountability Act
HIV Human Immunodeficiency Syndrome
HOME Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households
HOPWA Housing Opportunities for Persons with AIDS Program
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: John Gioia, District I Supervisor
Date: January 6, 2015

Subject: BOARD MEMBER ASSIGNMENTS TO 2015 BOARD COMMITTEES, SPECIAL COUNTY COMMITTEES,
AND REGIONAL ORGANIZATIONS

RECOMMENDATION(S):

1. ACKNOWLEDGE that the Board of Supervisors adopted a policy on Board Member Committee Assignments on March 21, 2000.
2. ACKNOWLEDGE that adoption of a new Master Resolution with a complete roster of all appointments is required by Board policy whenever terms expire or new appointments are made.
3. ACCEPT Supervisor Mary N. Piepho's resignation from the Bay Area Air Quality Management District Board of Directors effective December 31, 2014, and APPOINT Supervisor Karen Mitchoff to complete the unexpired term ending on January 20, 2016.
4. RE-APPOINT current incumbents to the Contra Costa Transportation Authority Board of Commissioners effective February 1, 2017, to new two-year terms that will expire on January 31, 2017.
5. RE-APPOINT Supervisor Federal D. Glover to the Metropolitan Transportation Commission effective February 1, 2015 to a new four-year term that will expire on February 1 2019.
6. ESTABLISH the Ad Hoc Committee on Sustainability, and appoint Supervisor John Gioia as committee chair and Supervisor Federal D. Glover as committee vice chair.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Julie DiMaggio Enea
925.335.1077

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

>

7. ADOPT Resolution No. 2015/1 appointing Board members and other individuals to serve on Board committees, special county committees, and regional boards/ committees/ commissions for 2015, some of which include additional compensation in the form of stipend.

8. INDICATE that this Resolution No. 2015/1 supersedes in its entirety Resolution No. 2014/373, which was adopted by the Board of Supervisors on October 7, 2014.

9. RESOLVE that Board Members as named are APPOINTED to serve on Board committees, special county committees and regional boards/ committees/ commissions as specified on Attachment II to Resolution No. 2015/1 as Internal Standing Committees (Type I), Other Internal Committees, (Type II), Regional Bodies (Type III), Special/Restricted Seats (Type IV), and Ad Hoc Committees (Type V).

10. DIRECT staff to post on the County website a single Fair Political Practices Commission (FPPC) Form 806, which lists all the paid appointed positions on committees, boards, or commissions for members of the Board of Supervisors. When there is a change in compensation or a new appointment, DIRECT staff to update the Form 806 to reflect the change. The form must be updated promptly as changes occur.

11. AUTHORIZE the Chair of the Board to designate one or more members of the Board of Supervisors as delegates from Contra Costa County to the National Association of Counties (NACo) Legislative Meeting to be held on February 21-25, 2015 in Washington, D.C. and to the NACo Annual Conference to be held July 10-13, 2015 in Charlotte, North Carolina.

FISCAL IMPACT:

No fiscal impact to the County from this action.

BACKGROUND:

Each year when the Board of Supervisors reorganizes, the incoming Chair reviews and makes recommendations to the Board on committee assignments. The annual review of committee assignments is governed by a policy (Attachment I) adopted by the Board in March 2000.

Transmitted herewith are the my recommendations, as Board Chair, for 2015. These recommendations (Attachment II) seek to provide policy oversight for all major County functional areas, balance the workload of the Supervisors, and consider some of the outstanding responsibilities and appointments of the Supervisors on regional and other bodies.

Supervisor Piepho has decided resign (see attached letter) from the Bay Area Air Quality Management District Board of Directors in order to focus more of her time and energy on her new California Delta Commission responsibilities. Accordingly, I am recommending appointment of Supervisor Mitchoff to complete the unexpired term ending on January 20, 2016 (see attached letter from the Bay Area Air Quality Management District Board Clerk.

I am also recommending the creation of a new ad hoc committee on Sustainability, which I would like to chair along with Supervisor Glover as vice chair.

FPPC Form 806

In April 2012, the Fair Political Practices Commission (FPPC) adopted Regulation § 18705.5, which permits a Supervisor to vote on his/her own appointment to a body or board paying a salary or stipend for service if all of the following conditions are met:

1. the appointment is to a committee, board, or commission of a public agency, a special district, a joint powers

agency or authority, or a metropolitan planning organization; and

2. State law, a local ordinance, or a joint powers agreement requires the Board to appoint; and

3. the Board adopts and posts on its website, a list of each appointed position for which compensation is paid, the salary or stipend for the position, the name of the appointee, the name of the alternate, if any, and the term of the appointment.

Form 806 is used to report additional compensation that officials receive when appointing themselves to positions on committees, boards, or commissions of a public agency, special district, and joint powers agency or authority. Each agency must post on its website a single Form 806, listing all of the paid appointed positions. When there is a change in compensation or a new appointment, the Form 806 is updated to reflect the change. The form must be updated promptly as changes occur.

Staff of the County Administrator's Office has prepared the Form 806 and has posted it to the County's website. Staff will update the form after the Board of Supervisors acts to adopt the Master List of Board Member Committee Assignments for 2015.

CONSEQUENCE OF NEGATIVE ACTION:

Unless the Board of Supervisors acts to adopt a Master List of appointments to committees, special county committees, and regional boards/committees/commissions, there is no official roster of Board member appointments to these bodies.

ATTACHMENTS

Board Policy on Appointments

Ltr_Mary N. Piepho Resignation from BAAQMD Board

Ltr_BAAQMD Request for Appointment

Resolution No. 2015/1

Attachment I to Resolution No. 2015/1 - Board Member Assignments

**BOARD OF SUPERVISORS POLICY ON
BOARD MEMBER COMMITTEE ASSIGNMENTS**

Adopted on March 21, 2000

1. Board Committee appointments shall be categorized in accordance with the following descriptions and delineated as on the attached listing:
 - a) **Internal appointments** that are subject to the annual reorganization process and to which the incoming Chair of the Board of Supervisors makes nominations to be approved by the Board of Supervisors. Ad Hoc committees of the Board also fall under this category.
 - b) **Regional appointments** that are not subject to the annual reorganization process and to which the Chair of the Board of Supervisors makes nominations to fill vacancies, as they occur, in accordance with the agency's terms and by-laws, and which nominations shall be approved by the Board of Supervisors.
 - c) **Special Case/Restricted appointments**, for which the specific assignments are dictated or are in some way restricted by statute or county ordinance, or for which the term of the appointment makes it impractical for it to be considered along with the other annual assignments e.g., a term that runs from July to June. Restrictions might include, for example, that a committee member represent a certain district, be the Chair of the Board, or vest in the Chair of the Board the authority to appoint an alternate.

The Chair of the Board of Supervisors shall make nominations to these appointments to fill vacancies, as they occur, subject to any legislated restrictions, and which nominations shall be approved by the Board of Supervisors.
2. Notwithstanding Paragraph 1 of this policy and as allowed by law, the Board of Supervisors maintains its right to nominate, reconsider and change appointments at any time, irrespective of the term of an appointment.
3. All nominations approved by the Board of Supervisors shall be incorporated in three attachments to an annually adopted Master Resolution covering committee appointments from all three categories: Internal, Regional and Special Case/Restricted. For administrative ease, the Master Resolution shall be amended and re-adopted from time to time as terms expire or if new appointments are made. The Master Resolution shall always reflect the complete roster of Board member appointments and shall be available to the public.



County Supervisor Mary Nejedly Piepho, District III

CONTRA COSTA COUNTY BOARD OF SUPERVISORS

December 4, 2014

COMMITTEES

Legislation Committee, Chair
Transportation, Water and
Infrastructure Committee, Chair
Finance Committee, Chair
Sacramento-San Joaquin
Delta Conservancy
Airport Committee, Chair
Delta Counties Coalition, Founder
Delta Protection Commission
Local Agency Formation Commission
Dougherty Valley Oversight
Committee
Bay Area Air Quality
Management District
Eastern Contra Costa
Transit Authority
East Contra Costa Regional Fee
and Finance Authority
eBART Partnership Policy Advisory
Committee
San Joaquin Valley Rail Committee
State Route 4 Bypass Authority
TRANSPAN, East County
Transportation Planning
East Contra Costa Habitat
Conservancy, Governing Board, Chair
California Identification System
Remote Access Network Board
Contra Costa Health Plan Joint
Conference Committee
Open Space/Parks & East Bay Regional
Parks District Liaison Committee,
Vice Chair
City-County Relations Committee

SERVING AS ALTERNATE

Contra Costa Transportation
Authority
Association of Bay Area Governments
East County Water
Management Association
Mental Health Commission

Mr. Jack Broadbent, Executive Officer
Bay Area Air Quality Management District
939 Ellis Street
San Francisco, CA 94109

RE: Resignation from Bay Area Air Quality Management District

Dear Mr. Broadbent,

I am regretfully submitting my resignation to the Bay Area Air Quality Management District (BAAQMD) Board effective December 31, 2014.

I am resigning to make room in my schedule for expanded responsibilities as the incoming Chair of the Delta Protection Commission and its associated appointment to the Delta Stewardship Council. Much of this work will require me to be in Sacramento a few days each month and cause time and geographic conflicts that will take away from my ability to fulfill my role on the BAAQMD.

I regret having to make this decision as I have enjoyed my work on the Air Board and working with fellow Air Board Colleagues. I have learned a lot in this important role and the value it brings to those we serve.

A special thank you to you and your staff for all you do to improve air quality, health and quality of life in the Bay Area.

If you have any questions, please feel free to contact me at (925) 252-4500.

Sincerely,

MARY NEJEDLY PIEPHO
County Supervisor, District III

Cc: Karen Mitchoff, Contra Costa County Supervisor District IV, Chair
John Gioia, Contra Costa County Supervisor, District I, Vice Chair
David Twa, Contra Costa County Administrator



**BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT**

ALAMEDA COUNTY

Tom Bates
Margaret Fujioka
Scott Haggerty
Nate Miley
(Chair)

CONTRA COSTA COUNTY

John Gioia
David Hudson
Mary Piepho
Mark Ross

MARIN COUNTY

Susan Adams

NAPA COUNTY

Brad Wagenknecht

SAN FRANCISCO COUNTY

John Avalos
Edwin M. Lee
Eric Mar
(Secretary)

SAN MATEO COUNTY

Carole Groom
(Vice-Chair)
Carol Klatt

SANTA CLARA COUNTY

Cindy Chavez
Ash Kalra
Liz Kniss
Jan Pepper

SOLANO COUNTY

James Spering

SONOMA COUNTY

Teresa Barrett
Shirlee Zane

Jack P. Broadbent
EXECUTIVE OFFICER/APCO

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

December 10, 2014

Theresa Speiker
Chief Assistant County Administrator
Contra Costa County
651 Pine Street
1st Floor, Room 106
Martinez, California 94553

RE: Successor Appointment to Supervisor Mary N. Piepho on the Board
of Directors of the Bay Area Air Quality Management District

Dear Ms. Speiker:

Director Mary N. Piepho's term of office on the Bay Area Air Quality Management District Board of Directors will expire December 31, 2014, pursuant to her letter of resignation dated December 4, 2014. Director Piepho was appointed to the Board on January 20, 2012 for a term ending January 20, 2016.

In accordance with Health and Safety Code Sections 40210 – 40234 (copy enclosed), I request that consideration of the appointment for an upcoming four-year term be placed on the agenda of the County Board of Supervisors for consideration as soon as possible.

Please provide acknowledgement of receipt of this letter by communicating to me the date this matter will be on the agenda and let me know if you have any questions or concerns by contacting me via telephone at 415.749.5073 or email at sgallagher@baaqmd.gov.

Thank you in advance for your attention to this matter.

Sincerely,

Sean Gallagher
Clerk of the Boards

Enclosures: As stated

Cc (via interdepartmental mail without enclosures):

Jack P. Broadbent, Executive Officer/Air Pollution Control Officer
Maricela Martinez, Manager, Executive Operations

"...each member appointed by the city selection committee shall hold office for two years and until the appointment and qualification of his successor." HSC §40222

Excerpts from California Health and Safety Code

Provided by Sean Gallagher, Clerk of the Boards, Bay Area Air Quality Management District

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 40210-40234

40210. The city selection committee organized in each county within the bay district pursuant to Article 11 (commencing with Section 50270), Chapter 1, Part 1, Division 1, Title 5 of the Government Code shall make the appointments to, and submit recommendations for appointments to, the bay district board as prescribed in Section 40221.5.

40220. The bay district board is the governing body of the bay district and shall exercise all the powers of the bay district.

40220.5. The bay district board shall be a board of directors consisting of members appointed pursuant to Section 40221.5 from each county included, in whole or in part, within the district on the basis of the population of that portion of the county, as determined by the latest estimate prepared by the Population Research Unit of the Department of Finance pursuant to Section 2227 of the Revenue and Taxation Code, included within the district.

40221. A county with a population of 300,000 or less shall appoint one member of the bay district board; a county with a population of 750,000 or less, but more than 300,000, shall appoint two members of the bay district board; a county with a population of 1,000,000 or less, but more than 750,000, shall appoint three members of the bay district board; and a county with a population of more than 1,000,000 shall appoint four members of the bay district board.

40221.5. (a) The members of the bay district board shall be appointed as follows:

(1) For a county entitled to appoint one member of the bay district board, the board of supervisors shall appoint either a member of the board of supervisors or a person from a list submitted to the board of supervisors by the city selection committee of that county.

(2) For a county entitled to appoint two members of the bay district board, the city selection committee of that county shall appoint one member and the board of supervisors shall appoint the other member, which member may either be a member of the board of supervisors or a person on the list submitted to the board of supervisors by the city selection committee.

(3) For a county entitled to appoint three members of the bay district board, two members shall be appointed as provided in paragraph (2) and the third member shall be appointed by the board of supervisors and shall either be a member of the board of supervisors or a person on the list submitted to the board of supervisors by the city selection committee of that county.

(4) For a county entitled to appoint four members of the bay district board, the city selection committee of that county shall appoint two members and the board of supervisors shall appoint the other two members, either one or both of whom may be members of the board of supervisors or persons on the list submitted to the board of supervisors by the city selection committee.

(b) Any member of the bay district board appointed, and any person named on the list submitted to the board of supervisors by the city selection committee, shall be either a mayor or a city councilperson of a city in that portion of the county included within the district. The member appointed by a city selection committee pursuant to paragraph (3) of subdivision (a) or Section 40212 may designate a deputy to act on his or her behalf on the bay district board or any of its committees. The board member shall be responsible for the acts of the deputy acting in his or her official capacity on the bay district board or any of its committees under this designation.

40222. Each member appointed by the board of supervisors shall hold office for a term of four years and until the appointment and qualification of his successor, and each member appointed by the city selection committee shall hold office for two years and until the appointment and qualification of his successor.

40223. Any vacancy on the bay district board shall be filled by appointment in the same manner as the vacating member was appointed.

Any member of the bay district board may be removed at any time in the same manner as he was appointed. If four-fifths of the members of the board of supervisors of a county request the removal of a member appointed by the city selection committee of such county, the city selection committee of such county shall meet within 20 days to consider the removal of such member.

40224. If any member of the bay district board is recalled from his or her office as a supervisor, mayor, or city council member, pursuant to Division 11 (commencing with Section 11000) of the Elections Code, his or her office as member of the bay district board shall be vacant.

40225. No supervisor, mayor, or city councilman shall hold office on the bay district board for a period of more than three months after ceasing to hold the office of supervisor, mayor, or city councilman, respectively, and his membership on the bay district board shall thereafter be considered vacant, except that any mayor who continues to hold office as a city councilman, or any city councilman who continues to hold office as a mayor, shall not be considered to have ceased to hold office under this section.

40226. A majority of the members of the bay district board constitutes a quorum for the transaction of business and may act for the bay district board.

40227. Each member of the bay district board shall receive actual and necessary expenses incurred in the performance of board duties, and may receive compensation, to be determined by the bay district board, not to exceed one hundred dollars (\$100) for each day attending the meetings of the bay district board and committee meetings thereof, or, upon authorization of

the bay district board, while on official business of the bay district, but the compensation shall not exceed six thousand dollars (\$6,000) in any one year. Compensation pursuant to this section shall be fixed by ordinance.

40228. The bay district board may appoint an executive secretary to perform such duties as may be assigned to the executive secretary by the bay district board.

40229. The bay district board may, by ordinance, adopt a civil service system for any or all employees of the bay district, except that the executive secretary and the air pollution control officer shall be exempt from such system and shall serve at the pleasure of the bay district board.

40230. The bay district board may establish, within the bay district, zones wherein special regulations are warranted. In establishing such zones, the bay district board shall consider the degree of concentration of population, the number, nature, and dispersal of the stationary sources of air pollution, whether the area is a rural agricultural area, and the presence or absence of industry.

40231. The bay district board may establish, within the bay district, zones wherein differing tax formulas may be applied. In establishing such zones, the bay district board shall consider the degree of concentration of population, the number, nature, and dispersal of the stationary sources of air pollution, whether the area is a rural agricultural area, and the presence or absence of industry.

40232. Except as provided in Section 41705, the bay district board shall establish standards for the emission of identifiable odor-causing substances. Exceptions or variances may be granted from such standards in a manner provided by the bay district board. No person shall discharge from any source any contaminant which violates such standards.

40233. (a) Notwithstanding any other provision of law, the bay district shall adopt, implement, and enforce transportation control measures for the attainment of state or federal ambient air quality standards, in accordance with all of the following procedures:

(1) The bay district shall estimate, by June 30, 1989, the quantity of emission reductions from transportation sources necessary to attain and maintain state and federal ambient air standards.

(2) The Metropolitan Transportation Commission, in cooperation with the bay district, the Association of Bay Area Governments, local entities, and employers, shall develop and adopt a plan to control emissions from transportation sources which will achieve the emission reductions established pursuant to paragraph (1). The plan shall include, at a minimum, a schedule for implementing transportation control measures, identification of potential implementing agencies and any agreements entered into by agencies to implement portions of the plan, and a procedure for monitoring the effectiveness of and compliance with the measures. The commission shall submit the plan to the bay district for its adoption according to a

reasonable schedule developed by the bay district in consultation with the commission, but not later than June 30, 1990.

(3) Upon receipt of the plan submitted by the commission, the bay district shall review the plan to determine if it will achieve the emission reductions specified in paragraph (1). If the bay district determines that the plan will achieve those reductions, the bay district shall adopt the plan and implement it immediately. If the bay district determines that the plan will not achieve the emission reductions specified in paragraph (1), it shall notify the commission of the specific deficiencies in the plan and return the plan to the commission for revision. Within 60 days after receipt of the plan, the commission shall revise it and return it to the bay district. If the bay district determines that the revised plan will achieve necessary emission reductions, the bay district shall adopt the plan and implement it immediately. If the bay district determines that the revised plan still will not achieve the emission reductions specified in paragraph (1), or if the plan is not submitted pursuant to the schedule established under paragraph (2), the bay district shall develop and adopt a plan to control emissions from transportation sources.

(4) As the bay district periodically revises its estimates of the emission reductions from transportation sources necessary to attain state and federal ambient air standards specified in paragraph (1), the plan for transportation control measures shall also be revised, adopted, and enforced according to the procedure established pursuant to paragraphs (1), (2), and (3).

(b) The bay district may delegate any function with respect to transportation control measures to any local agency, if all of the following conditions are met:

(1) The local agency submits to the bay district an implementation plan which provides adequate resources to adopt and enforce the measures, and the bay district approves the plan.

(2) The local agency agrees to adopt and implement measures at least as stringent as those in the district air quality management plan to attain state standards.

(3) The bay district adopts procedures to review the performance of the local agency in implementing the measures to ensure compliance with the district air quality management plan to attain state standards.

(c) The bay district may revoke a delegation under this section if it determines that the performance of the local agency is in violation of this section or is otherwise inadequate to implement the district air quality management plan.

(d) For purposes of this section, "transportation control measures" means any strategy to reduce vehicle trips, vehicle use, vehicle miles traveled, vehicle idling, or traffic congestion for purposes of reducing motor vehicle emissions.

(e) The bay district and the commission shall report, not later than June 30, 1991, to the Legislature on the effectiveness of this section.

40234. In adopting any regulation, the bay district board shall comply with Section 40703.

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

Adopted this Resolution on 01/06/2015 by the following vote:

AYE: ☐
NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2015/1

IN THE MATTER OF DESIGNATING BOARD MEMBER ASSIGNMENTS TO 2015 BOARD COMMITTEES, SPECIAL COUNTY COMMITTEES, AND REGIONAL ORGANIZATIONS

WHEREAS each year when the Board of Supervisors reorganizes, the incoming Chair reviews and makes recommendations to the Board on committee assignments. The annual review of committee assignments is governed by a policy adopted by the Board of Supervisors in March 2000; and

WHEREAS these appointments seek to provide policy oversight for all major County functional areas, balance the workload of the Supervisors, as well as consider some of the time-intensive responsibilities and appointments of the Supervisors on regional bodies; and

WHEREAS these appointments attempt to maintain, to the extent possible, continuity on Board standing committees to facilitate recommendations on many very complex policy issues currently on referral to those committees; and

WHEREAS adoption of a new Master Resolution with a complete roster of all appointments is required by Board policy whenever terms expire or new appointments are made; and

WHEREAS, after any new appointments or reappointments are made, when there is a change in compensation for any appointment, or where there is a change in the number of meetings of the board or committee to which an appointment is made, the Fair Political Practices Commission requires the County to update and post on the County's website the County's Report of Public Official Appointments, Form 806.

NOW, THEREFORE, THE BOARD OF SUPERVISORS RESOLVES TO:

1. APPOINT the Board members and other individuals to serve on Board committees, special county committees and regional boards / committees / commissions as specified in the Master List (see Attachment !) as Type I for Board Standing Committees, Type II for Other Internal Committees, Type III for Regional Bodies, Type IV for Special/Restricted seats, and Type V for Board Ad Hoc Committees.
2. INDICATE that this Resolution No. 2015/1 supersedes in its entirety Resolution No. 2014/373, which was adopted by the Board of Supervisors on October 7, 2014.
3. UPDATE the County's Report of Public Official Appointments, Form 806, to reflect the appointments on the adopted Master List for 2015 and post it on the County's website.

I hereby certify that this is 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 6, 2015

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

Contact: Julie DiMaggio Enea 925.335.1077

By: , Deputy

cc:

BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS FOR 2015

January 6, 2015 ...

**ATTACHMENT I TO
RESOLUTION NO. 2015/1**

			Term	
Type*	Committee Name	Appointee	Expiration	Stipend Information
I	Airport Committee, Chair	Karen Mitchoff	12/31/2015	NO STIPEND
I	Airport Committee, Vice Chair	Mary Piepho	12/31/2015	NO STIPEND
I	Family & Human Services Committee, Chair	Federal Glover	12/31/2015	NO STIPEND
I	Family & Human Services Committee, Vice Chair	Mary Piepho	12/31/2015	NO STIPEND
I	Finance Committee, Chair	Mary Piepho	12/31/2015	NO STIPEND
I	Finance Committee, Vice Chair	Federal Glover	12/31/2015	NO STIPEND
I	Hiring Outreach & Oversight Committee	Federal Glover	12/31/2015	NO STIPEND
I	Hiring Outreach & Oversight Committee	Karen Mitchoff	12/31/2015	NO STIPEND
I	Internal Operations Committee, Chair	Karen Mitchoff	12/31/2015	NO STIPEND
I	Internal Operations Committee, Vice Chair	John Gioia	12/31/2015	NO STIPEND
I	Legislation Committee, Chair	Karen Mitchoff	12/31/2015	NO STIPEND
I	Legislation Committee, Vice Chair	Federal Glover	12/31/2015	NO STIPEND
I	Public Protection, Chair	John Gioia	12/31/2015	NO STIPEND
I	Public Protection, Vice Chair	Federal Glover	12/31/2015	NO STIPEND
I	Transportation, Water & Infrastructure Committee, Chair	Candace Andersen	12/31/2015	NO STIPEND
I	Transportation, Water & Infrastructure Committee, Vice Chair	Mary Piepho	12/31/2015	NO STIPEND

Note: Type I: Internal Standing Committees; Type II: Internal appointments; Type III: Regional appointments; Type IV: Special/Restricted appointments

BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS FOR 2015

January 6, 2015 ...

**ATTACHMENT I TO
RESOLUTION NO. 2015/1**

			Term	
Type*	Committee Name	Appointee	Expiration	Stipend Information
II	Bay Area Counties Caucus	Karen Mitchoff	12/31/2015	NO STIPEND
II	Bay Area Counties Caucus, Alternate	Candace Andersen	12/31/2015	NO STIPEND
II	Bay Area Regional Interoperable Communications System (BayRICS) Authority	Candace Andersen	12/31/2015	NO STIPEND
II	BayRICS Authority, Alternate	Karen Mitchoff	12/31/2015	NO STIPEND
II	California Identification System Remote Access Network Board (Cal-ID RAN Board)	Mary Piepho	12/31/2015	NO STIPEND
II	Central Contra Costa Solid Waste Authority	Candace Andersen	12/31/2015	STIPEND of \$50/meeting; max of 2 paid/month
II	Central Contra Costa Solid Waste Authority	Karen Mitchoff	12/31/2015	STIPEND of \$50/meeting; max of 2 paid/month
II	City-County Relations Committee	Federal Glover	12/31/2015	NO STIPEND
II	City-County Relations Committee	Mary Piepho	12/31/2015	NO STIPEND
II	City-County Relations Committee, Alternate	Karen Mitchoff	12/31/2015	NO STIPEND
II	Contra Costa Health Plan Joint Conference Committee	Karen Mitchoff	12/31/2015	NO STIPEND
II	Contra Costa Health Plan Joint Conference Committee	Candace Andersen	12/31/2015	NO STIPEND
II	Dougherty Valley Oversight Committee	Mary Piepho	12/31/2015	NO STIPEND
II	Dougherty Valley Oversight Committee	Candace Andersen	12/31/2015	NO STIPEND
II	East Bay Regional Communication System (EBRCS) Authority Governing Board	Candace Andersen	12/31/2015	NO STIPEND
II	East Bay Regional Communication System (EBRCS) Authority Governing Board, Alternate	Karen Mitchoff	12/31/2015	NO STIPEND
II	East Contra Costa County Habitat Conservancy, Governing Board	Mary Piepho	12/31/2015	NO STIPEND
II	East Contra Costa County Habitat Conservancy, Governing Board, Alternate	Federal Glover	12/31/2015	NO STIPEND
II	East Contra Costa Regional Fee & Finance Authority	Mary Piepho	12/31/2015	NO STIPEND
II	East Contra Costa Regional Fee & Finance Authority, Alternate	Federal Glover	12/31/2015	NO STIPEND
II	East County Water Management Association	Mary Piepho	12/31/2016	STIPEND of \$170/meeting; max 6 per month
II	East County Water Management Association, Alternate	Federal Glover	12/31/2016	STIPEND of \$170/meeting; max 6 per month
II	eBART (Bay Area Rapid Transit) Partnership Policy Advisory Committee	Federal Glover	12/31/2015	NO STIPEND
II	eBART (Bay Area Rapid Transit) Partnership Policy Advisory Committee	Mary Piepho	12/31/2015	NO STIPEND
II	First 5 Children and Families Commission Alternate Member	Karen Mitchoff	12/31/2015	NO STIPEND
II	Hazardous Waste Management Facility Allocation Committee	Karen Mitchoff	12/31/2015	STIPEND of \$150 per meeting.
II	Hazardous Waste Management Facility Allocation Committee, Alternate	Candace Andersen	12/31/2015	STIPEND of \$150 per meeting.

Note: Type I: Internal Standing Committees; Type II: Internal appointments; Type III: Regional appointments; Type IV: Special/Restricted appointments

BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS FOR 2015

January 6, 2015 ...

**ATTACHMENT I TO
RESOLUTION NO. 2015/1**

			Term	
Type*	Committee Name	Appointee	Expiration	Stipend Information
II	Library Needs Assessment Steering Committee	Karen Mitchoff	12/31/2015	NO STIPEND/inactive
II	Medical Services Joint Conference Committee, Chair	John Gioia	12/31/2015	NO STIPEND
II	Medical Services Joint Conference Committee, Vice Chair	Federal Glover	12/31/2015	NO STIPEND
II	North Richmond Waste and Recovery Mitigation Fee Committee	John Gioia	12/31/2015	NO STIPEND
II	North Richmond Waste and Recovery Mitigation Fee Committee, Alternate	Luz Gomez	12/31/2015	NO STIPEND
II	Open Space/Parks & East Bay Regional Parks District Liaison Committee, Chair	Federal Glover	12/31/2015	NO STIPEND
II	Open Space/Parks & East Bay Regional Parks District Liaison Committee, Vice Chair	Mary Piepho	12/31/2015	NO STIPEND
II	Pleasant Hill BART/Contra Costa Centre Joint Powers Authority Board of Trustees	Karen Mitchoff	12/31/2015	NO STIPEND
II	Pleasant Hill BART/Contra Costa Centre Joint Powers Authority Board of Trustees	Candace Andersen	12/31/2015	NO STIPEND
II	State Route 4 Bypass Authority	Mary Piepho	12/31/2015	NO STIPEND
II	State Route 4 Bypass Authority, Alternate	Federal Glover	12/31/2015	NO STIPEND
II	SWAT (Southwest Area Transportation Committee)	Candace Andersen	12/31/2015	NO STIPEND
II	SWAT, Alternate	Karen Mitchoff	12/31/2015	NO STIPEND
II	TRAFFIX (Measure J Traffic Congestion Relief Agency)	Candace Andersen	12/31/2015	NO STIPEND
II	TRAFFIX (Measure J Traffic Congestion Relief Agency), Alternate	Karen Mitchoff	12/31/2015	NO STIPEND
II	TRANSPAC (Central County Transportation Partnership and Cooperation)	Karen Mitchoff	12/31/2015	NO STIPEND
II	TRANSPAC, Alternate	Candace Andersen	12/31/2015	NO STIPEND
II	TRANSPLAN (East County Transportation Planning)	Mary Piepho	12/31/2015	NO STIPEND
II	TRANSPLAN, Alternate	Federal Glover	12/31/2015	NO STIPEND
II	Tri-Valley Transportation Council	Candace Andersen	12/31/2015	NO STIPEND
II	Urban Counties Caucus	Federal Glover	12/31/2015	NO STIPEND
II	Urban Counties Caucus, Alternate	Karen Mitchoff	12/31/2015	NO STIPEND
II	WCCTAC (West County Transportation Advisory Committee)	John Gioia	12/31/2015	NO STIPEND
II	WCCTAC, Alternate	Federal Glover	12/31/2015	NO STIPEND
II	West Contra Costa Integrated Waste Management Authority	Federal Glover	12/31/2015	STIPEND of \$50 per meeting.
II	West Contra Costa Integrated Waste Management Authority, Alternate	John Gioia	12/31/2015	STIPEND of \$50 per meeting.

Note: Type I: Internal Standing Committees; Type II: Internal appointments; Type III: Regional appointments; Type IV: Special/Restricted appointments

BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS FOR 2015

January 6, 2015 ...

**ATTACHMENT I TO
RESOLUTION NO. 2015/1**

			Term	
Type*	Committee Name	Appointee	Expiration	Stipend Information
III	ABAG Regional Planning Committee	Karen Mitchoff	12/31/2015	STIPEND of \$150 per meeting.
III	Bay Area Air Quality Management District Board of Directors	Karen Mitchoff	1/20/2016	Per diem of \$100/meeting + travel exp; max \$6,000
III	Bay Area Air Quality Management District Board of Directors	John Gioia	6/17/2017	Per diem of \$100/meeting + travel exp; max \$6,000
III	Central Contra Costa Transit Authority (CCCTA) Board of Directors	Candace Andersen	5/1/2017	STIPEND of \$100 per meeting; up to \$200 month
III	Central Contra Costa Transit Authority (CCCTA) Board of Directors Alternate	Karen Mitchoff	5/1/2017	STIPEND of \$100 per meeting; up to \$200 month
III	Contra Costa Transportation Authority Board of Commissioners (seat 1)	Federal Glover	1/31/2017	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners (Seat 2)	Karen Mitchoff	1/31/2016	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Alternate (Seat 1)	John Gioia	1/31/2017	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Second Alternate (Seat 1)	Candace Andersen	1/31/2017	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Third Alternate (Seat 1)	Mary Piepho	1/31/2017	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority, Alternate (Seat 2)	Candace Andersen	1/31/2016	STIPEND of \$100 per meeting; up to \$400 month
III	Local Agency Formation Commission	Federal D. Glover	5/7/2018	STIPEND of \$150 per meeting.
III	Local Agency Formation Commission	Mary N. Piepho	5/7/2018	STIPEND of \$150 per meeting.
III	Local Agency Formation Commission, Alternate	Candace Andersen	5/7/2016	STIPEND of \$150 per meeting.
III	Metropolitan Transportation Commission	Federal Glover	2/1/2019	STIPEND of \$100/meeting; up to \$500/month per agency.
III	Regional Airport Planning Committee	Karen Mitchoff	12/31/2015	inactive
III	San Joaquin Valley Rail Committee	Mary Piepho	12/31/2015	NO STIPEND
III	San Joaquin Valley Rail Committee	Federal Glover	12/31/2015	NO STIPEND
III	Tri Delta Transit Authority, Board of Directors (Seat 1)	Federal Glover	12/31/2016	STIPEND of \$100/month
III	Tri Delta Transit Authority, Board of Directors (Seat 2)	Mary N. Piepho	12/31/2015	STIPEND of \$100/month
III	Water Emergency Transportation Authority (WETA), Community Advisory Committee	Federal Glover	12/31/2015	NO STIPEND
III	WETA, Community Advisory Committee, Alternate	John Gioia	12/31/2015	NO STIPEND

Note: Type I: Internal Standing Committees; Type II: Internal appointments; Type III: Regional appointments; Type IV: Special/Restricted appointments

Page 4 of 7

BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS FOR 2015

January 6, 2015 ...

**ATTACHMENT I TO
RESOLUTION NO. 2015/1**

			Term	
Type*	Committee Name	Appointee	Expiration	Stipend Information
IV	ABAG (Association of Bay Area Counties) General Assembly	Federal Glover	12/31/2015	NO STIPEND
IV	ABAG Executive Board (Seat 1)	Karen Mitchoff	6/30/2016	STIPEND of \$150 per meeting.
IV	ABAG Executive Board (Seat 2)	Candace Andersen	6/30/2016	STIPEND of \$150 per meeting.
IV	ABAG Executive Board, Alternate 1	John Gioia	6/30/2016	STIPEND of \$150 per meeting.
IV	ABAG Executive Board, Alternate 2	Mary N. Piepho	6/30/2016	STIPEND of \$150 per meeting.
IV	ABAG General Assembly	Karen Mitchoff	12/31/2015	NO STIPEND
IV	ABAG General Assembly, Alternate	Candace Andersen	12/31/2015	NO STIPEND
IV	ABAG General Assembly, Alternate	John Gioia	12/31/2015	NO STIPEND
IV	Bay Conservation & Development Commission	John Gioia	12/31/2015	STIPEND of \$100 per meeting; max of 4 meetings.
IV	Bay Conservation & Development Commission, Alternate	Federal Glover	12/31/2015	STIPEND of \$100 per meeting; max of 4 meetings.
IV	CCCERA (Contra Costa County Employees Retirement Association) Board of Trustees	Karen Mitchoff	6/30/2017	STIPEND of \$100 per meeting.
IV	Clayton Redevelopment Successor Agency Oversight Board	Karen Mitchoff	Unspecified	NO STIPEND
IV	Concord Redevelopment Successor Agency Oversight Board	Karen Mitchoff	Unspecified	NO STIPEND
IV	Contra Costa County Redevelopment Successor Agency Oversight Board	Federal Glover	Unspecified	NO STIPEND
IV	Contra Costa County Redevelopment Successor Agency Oversight Board	Karen Mitchoff	Unspecified	NO STIPEND
IV	CSAC (California State Association of Counties) Board of Directors	Federal D. Glover	12/31/2015	NO STIPEND
IV	CSAC Board of Directors, Alternate	Karen Mitchoff	12/31/2015	NO STIPEND
IV	Delta Diablo Sanitation District Governing Board	Federal Glover	12/31/2015	STIPEND of \$170 per meeting; max of 6 meetings.
IV	Delta Diablo Sanitation District Governing Board, Alternate	Karen Mitchoff	12/31/2015	STIPEND of \$170 per meeting; max of 6 meetings.
IV	Delta Protection Commission	Mary Piepho	12/31/2015	NO STIPEND
IV	Delta Protection Commission, Alternate	Karen Mitchoff	12/31/2015	NO STIPEND
IV	Doctors Medical Center Management Authority Governing Board	John Gioia	Unspecified	NO STIPEND
IV	First 5 Children and Families Commission Member	Candace Andersen	12/31/2015	NO STIPEND
IV	Kensington Solid Waste Coordinating Committee	John Gioia*	Unspecified	NO STIPEND
IV	Law Library Board of Trustees	Thomas Cain	12/31/2015	NO STIPEND
IV	Mental Health Commission	Candace Andersen	12/31/2015	NO STIPEND
IV	Mental Health Commission, Alternate	Mary Piepho	12/31/2015	NO STIPEND
IV	North Coast Shoreline Joint Powers Authority	Federal Glover	12/31/2015	NO STIPEND

Note: Type I: Internal Standing Committees; Type II: Internal appointments; Type III: Regional appointments; Type IV: Special/Restricted appointments

BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS FOR 2015

January 6, 2015 ...

ATTACHMENT I TO
RESOLUTION NO. 2015/1

			Term	
Type*	Committee Name	Appointee	Expiration	Stipend Information
IV	North Coast Shoreline Joint Powers Authority	John Gioia	12/31/2015	NO STIPEND
IV	Pittsburg Redevelopment Successor Agency Oversight Board	Federal D. Glover	Unspecified	NO STIPEND
IV	Pleasant Hill Redevelopment Successor Agency Oversight Board	Karen Mitchoff	Unspecified	NO STIPEND
IV	Sacramento-San Joaquin Delta Conservancy Board	Mary Piepho	Unspecified	NO STIPEND
IV	Sacramento-San Joaquin Delta Conservancy Board, Alternate	Karen Mitchoff	Unspecified	NO STIPEND
IV	San Pablo Redevelopment Successor Agency Oversight Board	John Gioia**	Unspecified	NO STIPEND
IV	Walnut Creek Redevelopment Successor Agency Oversight Board	Karen Mitchoff	Unspecified	NO STIPEND

Note: Type I: Internal Standing Committees; Type II: Internal appointments; Type III: Regional appointments; Type IV: Special/Restricted appointments

Page 6 of 7

BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS FOR 2015

January 6, 2015 ...

**ATTACHMENT I TO
RESOLUTION NO. 2015/1**

			Term	
Type*	Committee Name	Appointee	Expiration	Stipend Information
V	Industrial Safety Ordinance/Community Warning System Ad Hoc Committee	John Gioia	Unspecified	NO STIPEND
V	Industrial Safety Ordinance/Community Warning System Ad Hoc Committee	Federal D. Glover	Unspecified	NO STIPEND
V	Northern Waterfront Economic Development Ad Hoc Committee	Federal D. Glover	Unspecified	NO STIPEND
V	Northern Waterfront Economic Development Ad Hoc Committee	Mary N. Piepho	Unspecified	NO STIPEND
V	Sustainability Ad Hoc Committee, Chair	John Gioia	Unspecified	NO STIPEND
V	Sustainability Ad Hoc Committee, Vice Chair	Federal D. Glover	Unspecified	NO STIPEND
		* or his designee		
		** Appointed by CCC Fire Protection District Board		

Note: Type I: Internal Standing Committees; Type II: Internal appointments; Type III: Regional appointments; Type IV: Special/Restricted appointments



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 6, 2015

Subject: I-80/San Pablo Dam Road Interchange Project-Phase 1, San Pablo area. Project Number 4660-6X4170

RECOMMENDATION(S):

APPROVE the Right of Way Contract and ACCEPT the Grant of Easement dated December 15, 2014 from the West Contra Costa Unified School District Successor to San Pablo District of Contra Costa County over a portion of 1300 Amador Street, San Pablo, Assessor's Parcel No. 418-030-014, pursuant to Streets and Highways Code Section 760. (Project No. 4660-6X4170)

AUTHORIZE Public Works Director, or designee, to execute said Right of Way Contract on behalf of Contra Costa County (County).

APPROVE payment of \$133,500 for said property rights payable by the Contra Costa Transportation Authority (CCTA) to North American Title Company, 4255 Hopyard Rd., Suite 1, Pleasanton, CA 94588, Escrow No. 1135095, to be forwarded to the Real Estate Division for delivery.

DIRECT the Real Estate Division to have the above referenced Grant of Easement delivered to the Title Company for recording in the Office of the County Recorder.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Carmen Piña-Sandoval
(925) 313-2012

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

By: , Deputy

cc: Auditor-Controller, County Recorder

FISCAL IMPACT:

100% Contra Costa Transportation Authority Funds.

BACKGROUND:

On December 10, 2014 the West Contra Costa Unified School District Board approved the conveyance of the Grant of Easement to the County. These property rights are required for the I-80/San Pablo Dam Road Interchange Project – Phase 1 in accordance with the approved plans and specifications.

In order to begin the process of securing the state funds programmed for the project at the March 25, 2015 California Transportation Commission (CTC) meeting, the project must be ready to list for construction advertisement by January 16, 2015. That requires approval of the certification that needed right-of-way for the project has been acquired. Failure to meet the deadline will result in project delays of two months since the following CTC meeting is not until May 27, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

The project will not have sufficient land rights to allow construction in accordance with the approved plans and specifications.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Grant of Easement

Right of Way Contract

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez CA 94553
Attention: C. Piña-Sandoval

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE
AND TAXATION CODE SECTION 11922.

Portion of Assessor's Parcel No. 418-030-014

GRANT OF EASEMENT

THIS INDENTURE, made by and between WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SUCCESSOR TO SAN PABLO DISTRICT OF CONTRA COSTA COUNTY, hereinafter called the GRANTOR, and CONTRA COSTA COUNTY, a political subdivision of the State of California, hereinafter called the GRANTEE,

WITNESSETH:

That the GRANTOR, for value received, hereby grants to the GRANTEE, and to its successors and assigns, an easement for pedestrian/bicycle bridge purposes, and incidents thereto, within the following described real property in the County of Contra Costa, State of California, described as follows:

FOR DESCRIPTION SEE EXHIBIT "A" & "B", ATTACHED HERETO

The Grantee agrees upon the completion of any of its works hereunder to restore the surface of the ground as near as possible to the condition in which it was prior to the commencement of said work.

TO HAVE AND TO HOLD, all and singular, the rights above described unto the GRANTEE and the GRANTEE's successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has executed this indenture this 15th day of December, 2014.

West Contra Costa Unified School
District Successor to San Pablo District
of Contra Costa County

By Bruce Hark
Its Superintendent

By _____
Its _____

ATTACH APPROPRIATE ACKNOWLEDGEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF SAN PABLO, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

PARCEL 63740-1 PERMANENT EASEMENT

BEING ALL OR PORTIONS OF THE LANDS DESCRIBED/SHOWN IN THE FOLLOWING CONVEYANCE INSTRUMENTS;

1. ALL OF LOT 16 IN BLOCK 2, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST RICHMOND BOULEVARD TRACT" FILED APRIL 6, 1908, IN VOLUME 1 OF MAPS, AT PAGE 19, OFFICIAL RECORDS OF SAID COUNTY, AND
2. A PORTION OF THAT CERTAIN PARCEL OF LAND DESIGNATED AS PARCEL ONE, AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO SAN PABLO SCHOOL DISTRICT RECORDED NOVEMBER 14, 1941 IN BOOK 619, AT PAGE 482, OFFICIAL RECORDS OF SAID COUNTY;

ALL OF WHICH IS MORE PARTICULARLY DESCRIBE AS FOLLOWS;

AN EASEMENT FOR PEDESTRIAN BRIDGE PURPOSES, AND APPURTENANCES THERETO, WITHIN THE FOLLOWING DESCRIBED:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 16, FROM WHICH THE NORTHWESTERLY CORNER THEREOF BEARS NORTH 19°37'37" WEST 50.90 FEET;

1. THENCE NORTH 69°37'27" EAST 101.38 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 10.50 FEET;
2. THENCE EASTERLY AND SOUTHEASTERLY 16.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
3. THENCE SOUTH 20°22'33" EAST 7.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 10.50 FEET;
4. THENCE SOUTHERLY AND SOUTHWESTERLY 16.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
5. THENCE SOUTH 69°37'27" WEST 101.75 FEET TO THE WESTERLY LINE OF SAID PARCEL ONE;
6. THENCE NORTH 19°37'37" WEST 28.00 FEET ALONG LAST SAID LINE AND SAID WESTERLY LINE OF LOT 16 TO THE **POINT OF BEGINNING**.

CONTAINING 3,091 SQUARE FEET (0.071 ACRES), MORE OR LESS.

PARCEL 63740-2 TEMPORARY CONSTRUCTION EASEMENT EXPIRES 12/31/16

BEING ALL OR PORTIONS OF THE LANDS DESCRIBED/SHOWN IN THE FOLLOWING CONVEYANCE INSTRUMENTS;

1. ALL OF LOT 16 IN BLOCK 2, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST RICHMOND BOULEVARD TRACT" FILED APRIL 6, 1908, IN VOLUME 1 OF MAPS, AT PAGE 19, OFFICIAL RECORDS OF SAID COUNTY, AND
2. ALL OF LOT 1, TOGETHER WITH PORTIONS OF LOT 2 AND LOT 3 IN BLOCK 1, AS SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF MUFICH NORTH RICHMOND HEIGHTS TRACT" FILED JUNE 3, 1913, IN BOOK 10 OF MAPS, AT PAGE 232, OFFICIAL RECORDS OF SAID COUNTY, AND
3. A PORTION OF THAT CERTAIN PARCEL OF LAND DESIGNATED AS PARCEL ONE, AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO SAN PABLO SCHOOL DISTRICT RECORDED NOVEMBER 14, 1941 IN BOOK 619, AT PAGE 482, OFFICIAL RECORDS OF SAID COUNTY;

ALL OF WHICH IS MORE PARTICULARLY DESCRIBE AS FOLLOWS;

A TEMPORARY EASEMENT TO TERMINATE DECEMBER 31, 2016 FOR CONSTRUCTION PURPOSES AND INCIDENTS THERETO, UPON, IN, OVER AND ACROSS A PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT SAID NORTHWESTERLY CORNER OF LOT 16;


1. THENCE NORTH 70°20'39" EAST 136.87 FEET ALONG THE NORTHERLY LINE OF SAID LOT 16 AND NORTHERLY LINE OF SAID LOT 1;
2. THENCE SOUTH 88°55'06" EAST 110.53 FEET ALONG LAST SAID LINE AND THE NORTHERLY LINE OF SAID LOT 2 AND LOT 3;
3. THENCE SOUTH 02°11'42" WEST 62.07 FEET;
4. THENCE SOUTH 68°12'56" WEST 28.99 FEET;
5. THENCE NORTH 88°29'41" WEST 28.33 FEET;
6. THENCE SOUTH 01°15'45" WEST 25.08 FEET;
7. THENCE SOUTH 58°24'52" WEST 36.63 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 35.00 FEET;
8. THENCE SOUTHWESTERLY AND SOUTHERLY 47.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78°24'52"
9. THENCE SOUTH 70°00'00" WEST 39.22 FEET;
10. THENCE NORTH 20°00'00" WEST 42.20 FEET;
11. THENCE SOUTH 70°00'00" WEST 49.78 FEET TO SAID WESTERLY LINE OF PARCEL ONE;
12. THENCE NORTH 19°37'37" WEST 32.48 FEET ALONG LAST SAID LINE;
13. THENCE NORTH 69°37'27" EAST 101.75 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 10.50 FEET;
14. THENCE NORTHEASTERLY AND NORTHERLY 16.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
15. THENCE NORTH 20°22'33" WEST 7.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 10.50 FEET;
16. THENCE NORTHWESTERLY AND WESTERLY 16.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
17. THENCE SOUTH 69°37'27" WEST 101.38 FEET TO SAID WESTERLY LINE OF LOT 16;
18. THENCE NORTH 19°37'37" WEST 50.90 FEET ALONG LAST SAID LINE TO THE **POINT OF BEGINNING**.

CONTAINING 21,836 SQUARE FEET (0.501 ACRES), MORE OR LESS.

A PLAT MAP IS ATTACHED HERETO AND MADE A PART HEREOF

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON CALIFORNIA COORDINATE SYSTEM 1983, ZONE 3, AND EPOCH 1991.35. MULTIPLY DISTANCES SHOWN ABOVE BY 1.0000677 TO OBTAIN GROUND LEVEL DISTANCES.

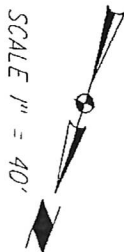
THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT:


DAN S. SCOTT III, PLS 7840
MAY 8, 2014
DATE



Coordinates, bearings and distances are based on the California Coordinate System of 1983, Zone 3, Epoch 1993. Distances are U.S. Survey feet unless otherwise noted. Distances and stationing are grid distances. Multiply distances by 1.0000677 to obtain ground level distances.

STATE ROUTE 80 EASTSHORE FREEWAY



SCALE 1" = 40'

AMADOR STREET

N19°37'37"W

P.O.B.
PCL 63740-1

47'

P.O.B.
PCL 63740-2
NW 1/4 COR
LOT 16

CITY OF
SAN PABLO

RIVERSIDE
AVENUE

50'

EAST RICHMOND
BOULEVARD TRACT
BLOCK 2
1 M 19

63740

WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT
APN 418-030-014
PARCEL ONE
619 OR 432

R=35.00'
Δ=78°24'52"
L=47.90'

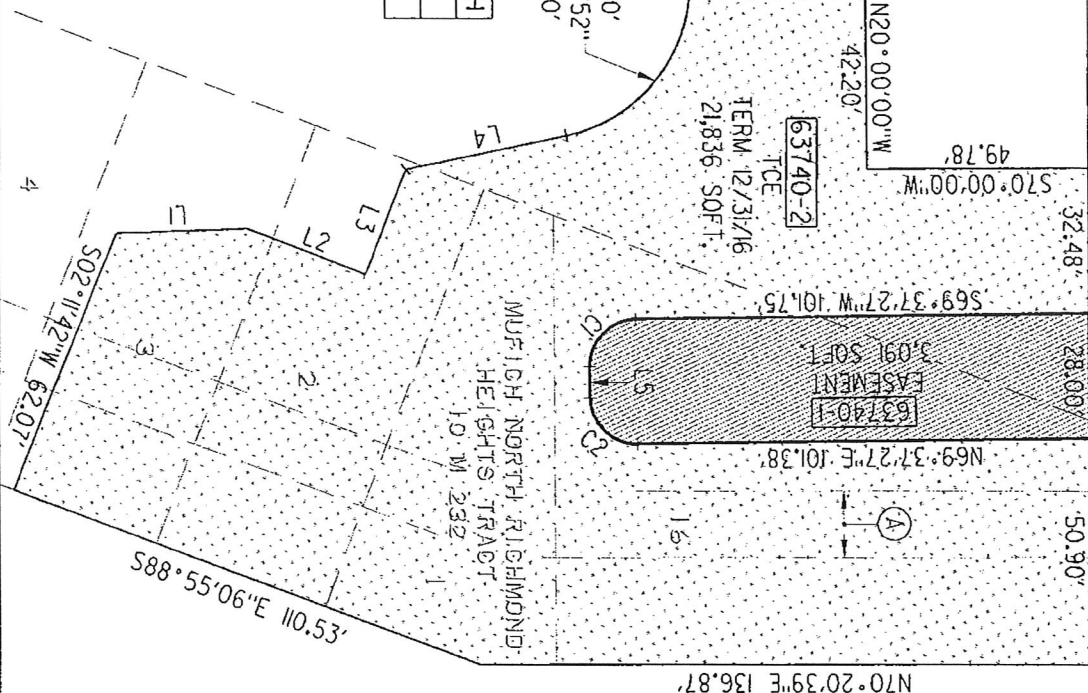
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	10.50'	90°00'00"	16.49'
C2	10.50'	90°00'00"	16.49'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S68°12'56"W	28.99'
L2	N88°29'41"W	28.33'
L3	S01°15'45"W	25.08'
L4	S58°24'52"W	36.63'
L5	N20°22'33"W	7.00'

A-10571.01 SHEET 1 OF 1



LEGEND

- ACCESS CONTROLLED
- DIMENSION POINT
- EASEMENT FOR PEDESTRIAN BRIDGE
- TEMPORARY CONSTRUCTION EASEMENT
- P.O.B. = POINT OF BEGINNING
- SSE = SANITARY SEWER EASEMENT
- TERM = TERMINATION DATE
- ① = 15' SSE 6201 OR 329 & 6201 OR 332

EXHIBIT "B"

PLAT TO ACCOMPANY DESCRIPTION

A PEDESTRIAN BRIDGE AND TEMPORARY CONSTRUCTION EASEMENT OVER THE LANDS OF WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

PARCEL NO. 63740

CITY OF SAN PABLO COUNTY OF CONTRA COSTA CALIFORNIA

URS

ONE CONCORD CENTER
2300 CLAYTON ROAD, SUITE 1400
CONCORD, CA 94520
(925) 446-3800

DATE: MAY 8, 2014

SCALE: 1" = 40'

JOB NO: 2011-48

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

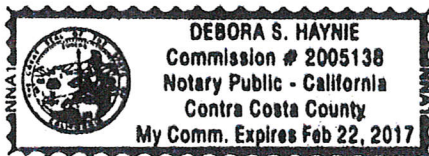
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Contra Costa)
 On December 15, 2014 before me, Debora Haynie, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Bruce Hartur
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Debora S. Haynie
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement Document Date: December 15, 2014
 Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

_____, California

_____, 2014

District	County	Route	Post Mile	Exp. Auth.
4	CC	80	4.09	OA0811

Grantor: West Contra Costa Unified School District Successor
to San Pablo School District of Contra Costa County

RIGHT OF WAY CONTRACT - STATE HIGHWAY

Document No. 63740-1 and 63740-2 in the form of an Easement Deed (Easement) and a Temporary Construction Easement (TCE) for the construction of a pedestrian/bicycle bridge, and ingress and egress covering the property particularly described in the above instrument has been executed and delivered to Carmen Piña-Sandoval, Senior Real Property Agent for Contra Costa County.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

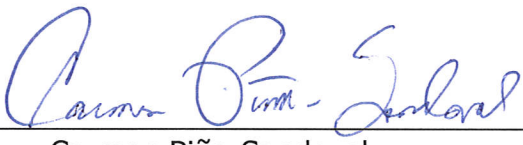
1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) County requires said property described in Document No. 63740-1 and 63740-2 for State highway purposes, a public use for which County has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and County is compelled to acquire the property.
2. The County shall:
 - a. Pay the undersigned Grantor the sum of sum of One Hundred Thirty-Three Thousand Five Hundred Dollars and No/100 (\$133,500) for the property or interest therein as conveyed by the above document when title to said property or interest vests in the County. Title to be taken subject to Grantor's underlying fee title and:
 - (1) Covenants, conditions, restrictions and reservations of record, if any.
 - (2) Easements or rights of way of record over said property.
3. By this Agreement, County and Grantor establish an escrow (Escrow) with North American Title Company, 4255 Hopyard Road, Suite 1, Pleasanton, California, 94588; their Escrow No. 1135095-12 (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 Grantor 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.

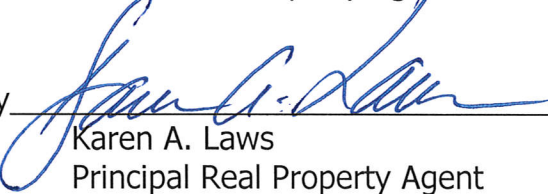
Grantor hereby authorizes County to prepare escrow instructions and file escrow instructions with said Title Company, on behalf of Grantor, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the property conveyed.

- (A) On or before the Close of Escrow, Grantor will deliver to County or into Escrow with said Title Company the following documents:
 - a. The Grant of Easement, in recordable form and properly executed on behalf of Grantor, conveying to County a permanent easement described in Exhibit "A" attached hereto.
 - b. Copies of any effective leases, rental agreements, or any other agreements, if any, which the County has agreed in writing are to remain in effect after County takes title.
 - (B) Prior to the Close of Escrow, County will deposit the Purchase Price into Escrow with said Title Company.
4. Escrow shall close upon the conveyance of the property to the County (Close of Escrow). On the closing date, the Title Company shall close Escrow as follows:
- (A) Record the Grant of Easement, marked for return to the County care of Carmen Piña-Sandoval, Senior Real Property Agent for the County (which shall be deemed delivered to the County);
 - (B) Issue the Title Policy, if requested to do so by the County;
 - (C) Disburse to the Grantor the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Grantor;
 - (D) Prepare and deliver to the County and to the Grantor one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.
- If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the Grantor and the County and retain all funds and documents pending receipt of further instructions from the County.
5. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor further agrees to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.
6. In case of unpredictable delays in construction, upon written notification, the expiration date of the Temporary Construction Easement may be extended one month at a time at \$371 per month. Said amount will be paid to the Grantor in a lump sum within sixty (60) days after County has determined the easement is no longer required.

7. The undersigned Grantor hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.
8. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County, including the right to remove and dispose of improvements, shall commence on December 31, 2014 or the close of escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2(a) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
9. To ensure the school property remains fenced at all times the Project contractor shall be responsible for replacing and repairing any impacts to the fence and gate during construction.

CONTRA COSTA COUNTY
Recommended to the Board of
Supervisors for Approval:

By 
Carmen Piña-Sandoval
Senior Real Property Agent

By 
Karen A. Laws
Principal Real Property Agent

GRANTOR
West Contra Costa Unified School District
Successor to San Pablo School District of
Contra Costa County

By _____
Name:
Title:

By _____
Name:
Title:

APPROVED:

Date: _____
(Date signed by Grantor)

By _____
Julia R. Bueren
Public Works Director

Date: _____
(Date of Board Approval)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 6, 2015

Subject: Accept completion of warranty period and release of cash deposit for park acceptance PA05-00025, San Ramon (Dougherty Valley) area. (Dist. II)

RECOMMENDATION(S):

ADOPT Resolution No. 2015/7 accepting completion of the warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance for park acceptance PA05-00025 (cross-reference SD05-08957), for a project 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 to County funds. The funds to be released are developer fees that have been held on deposit.

BACKGROUND:

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

CONSEQUENCE OF NEGATIVE ACTION:

The developer will not receive a refund of his 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: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Jocelyn A. B. LaRocque,
925-313-2315

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

By: , Deputy

cc: Engineering Services, Originator, J. A.B. LaRocque, Engineering Services, W. Lai, Engineering Services, J. Capozzo, de, Department of Conservation and Development, Windemere BLC, 6111 Bollinger Cnyn Rd Ste. 550, 94583, City of San Ramon, C. Low, Arch Insurance Company, 865 S. Figueroa Street, Ste. 2700, Los Angeles, CA 90017

ATTACHMENTS

Resolution No.
2015/7

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

Return To: **PUBLIC WORKS DEPARTMENT, 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 01/06/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2015/7

IN THE MATTER OF accepting completion of the warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance for park acceptance PA05-00025 (cross-reference SD05-08957), for a project developed by Windemere BLC Land Company, LLC, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS on July 27, 2010, this Board resolved that the landscape improvements in park acceptance PA05-00025 (cross-reference SD05-08957) 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 \$11,800.00 cash deposit (Auditor's Deposit Permit No. 499765, dated March 20, 2008) 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 acceptance by the Board of Supervisors, the San Ramon City Council shall accept the landscape improvements for maintenance 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. SU5024608, dated February 13, 2008, issued by Arch Insurance Company, are exonerated.

Contact: **Jocelyn A. B. 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 6, 2015

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

By: , Deputy

cc: Engineering Services, Originator, J. A.B. LaRocque, Engineering Services, W. Lai, Engineering Services, J. Capozzo, de, Department of Conservation and Development, Windemere BLC, 6111 Bollinger Cnyn Rd Ste. 550, 94583, City of San Ramon, C. Low, Arch Insurance Company, 865 S. Figueroa Street, Ste. 2700, Los Angeles, CA 90017



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 6, 2015

Subject: Accept completion of landscape improvements for Subdivision Agreement (Right-of-Way Landscaping) for RA04-01166, San Ramon, (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2015/8 accepting completion of landscape improvements for the Subdivision Agreement (Right-of-Way Landscaping) for road acceptance RA04-01166 (cross-reference subdivision SD03-08509), for a project developed by Windemere BLC Land Company, LLC, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

100% Developer Fees. The funds to be released are developer fees that have been held on deposit.

BACKGROUND:

The developer has completed the landscape improvements per the Subdivision Agreement (Right-of-Way Landscaping), and in accordance with Title 9 of the County Ordinance Code.

CONSEQUENCE OF NEGATIVE ACTION:

The completion of improvements will not be accepted.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Jocelyn A. B. LaRocque,
925-313-2315

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

By: , Deputy

ATTACHMENTS

Resolution No.
2015/8

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

Return To: **PUBLIC WORKS DEPARTMENT, 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 01/06/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2015/8

IN THE MATTER OF accepting completion of landscape improvements for the Subdivision Agreement (Right-of-Way Landscaping) for road acceptance RA04-01166 (cross-reference subdivision SD03-08509), for a project developed by Windemere BLC Land Company, LLC, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS these improvements are approximately located near Bollinger Canyon Road.

The Public Works Director has notified this Board that the Right-of-Way Landscaping Improvements for road acceptance RA04-01166 (cross-reference subdivision SD03-08509), have been completed as provided in the Subdivision Agreement (Right of Way Landscaping) with Windemere BLC Land Company, LLC, heretofore approved by this Board;

NOW, THEREFORE, BE IT RESOLVED that the landscape improvements have been COMPLETED as of January 6, 2015, thereby establishing the six month terminal period for the filing of liens in case of action under said Subdivision Agreement (Right of Way Landscaping):

DATE OF AGREEMENT : July 26, 2005

NAME OF SURETY: Quanta Indemnity Company (formerly National Farmer's Union Standard Insurance Company)

BE IT FURTHER RESOLVED the payment (labor and materials) surety for \$79,650.00, Bond No. 4410195 issued by the above surety be RETAINED for the six-month lien guarantee period until July 6, 2015, at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that the Right-of-Way Landscaping Improvements for road acceptance RA04-01166, as shown and dedicated for public use on the Final Map of subdivision SD03-08509, filed September 28, 2004, in Book 468 of maps at Page 21, Official Records of Contra Costa County, State of California, are ACCEPTED AS COMPLETE.

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

BE IT FURTHER RESOLVED that there is no warranty and maintenance period, and the Public Works Director is AUTHORIZED to refund the \$1,590.00 cash security for performance (Auditor's Deposit Permit No. 436057, dated December 14, 2004) plus interest in accordance with Government Code Section 53079, if appropriate, to Windemere BLC Land Company,

LLC, pursuant to the requirements of the Ordinance Code; and the Subdivision Agreement (Right-of-Way Landscaping) and surety bond, Bond No. 4410195, dated December 3, 2004, are exonerated.

Contact: Jocelyn A. B. 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 6, 2015

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

By: , Deputy

cc: Design/Construction, Engineering Services, J. Capozzo, Engineering Services, Originator, J. A.B. LaRocque, T - October 6, 2015, Windemere BLC, 6111 Bollinger Cnyn Rd Ste. 550, 94583, Quanta Indemnity, One Financial Plz, 10th Fl, Hartford CT 06103 P. Brebner, Mapping, City of San Ramon, C. Low



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: January 6, 2015

Subject: claims

RECOMMENDATION(S):

DENY claims from Beverly Beckwith, Building Services System Maintenance Inc., Stephanie Ebright, Michael Keller, Andrew Perez, Ivette Santaella, Roderick Thomas, Erica Uschold and Michael Geary Wilson.

FISCAL IMPACT:

NONE.

BACKGROUND:

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Joellen Balbas
925.335.1906

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: January 6, 2015

Subject: APPROVE the Board Meeting minutes for November 2014

RECOMMENDATION(S):

APPROVE the Board meeting minutes for November 2014, as on file with the Office of the Clerk of the Board.

FISCAL IMPACT:

none

BACKGROUND:

Government Code Section 25101(b) requires the Clerk of the Board to keep and enter in the minute book of the Board a full and complete record of the proceedings of the Board at all regular and special meetings, including the entry in full of all resolutions and of all decisions on questions concerning the allowance of accounts. The vote of each member on every question shall be recorded.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County will fail to meet the requirements of Government Code Section 25101(b).

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Joellen Balbas
925.335.1906

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: January 6, 2015

Subject: Reappointments to the Kensington Municipal Advisory Council

RECOMMENDATION(S):

Reappoint the following people to the Kensington Municipal Advisory Council (KMAC) for four year terms coterminous with the term of Supervisor Gioia starting on January 1, 2015 and ending on December 31, 2018.

Seat 1: Catherine Engberg (209 Trinity Ave, Kensington, 94708)
Seat 2: Patrick Tahara (15 Arlmont, Kensington, 94708)
Seat 4: Christopher Brydon (220 Stanford Ave., Kensington, 94708)
Seat 5: Melissa Holmes Snyder (144 Ardmore Rd., Kensington, 94707)
Alternative Seat 2: Walt Gilfillan (744 Coventry Rd., Kensington, 94707)

FISCAL IMPACT:

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Kate Rauch
510-231-8691

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

By: , Deputy

cc:

BACKGROUND:

Supervisor Gioia recommends reappointing these members to the Kensington Municipal Advisory Council to run concurrent with his new term, which starts on January 1, 2015 and ends on December 31, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

The seats will become vacant.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: January 6, 2015

Subject: Reappointments to the El Sobrante Municipal Advisory Council (ESMAC)

RECOMMENDATION(S):

Reappoint the following people to the El Sobrante Municipal Advisory Council (ESMAC) for four year terms coterminous with the term of Supervisor Gioia starting on January 1, 2015 and ending on December 31, 2018.

Seat 1: Tom Owens (988 Saint Andrews Drive, El Sobrante, 94803)
Seat 2: Sharon Thygesen (4053 Lambert Road, 94803)
Seat 3: Barbara Pendergrass (745 Renfrew Road, El Sobrante, 94803)
Seat 4: Jim Hermann (5527 Olinda Road, El Sobrante, 94803)
Seat 5: Mark Porter (665 Appian Way, El Sobrante, 94803)
Seat 6: Kylan Patterson, Sr. (4250 San Pablo Dam Road, Apt. 12, El Sobrante, 94803)
Seat 7: George Cleveland (4000 Lambert Road, El Sobrante, 94803)

FISCAL IMPACT:

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Kate Rauch
510-231-8691

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

By: , Deputy

cc:

BACKGROUND:

Supervisor Gioia recommends reappointing these members to the El Sobrante Municipal Advisory Council (ESMAC) to run concurrent with his new term, which starts on January 1, 2015 and ends on December 31, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

The seats will become vacant.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: January 6, 2015

Subject: RESIGNATION FROM THE CONTRA COSTA COUNTY MENTAL HEALTH COMMISSION

RECOMMENDATION(S):

ACCEPT the resignation of the following person from the District II Member At Large Seat of the Contra Costa County Mental Health Commission effective immediately:

Peggy Kennedy
47 Paddock Lane
San Ramon, CA 94583

DECLARE the District II Member At Large Seat vacant and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Candace Andersen.

FISCAL IMPACT:

None.

BACKGROUND:

The Contra Costa County Mental Health Commission was established to review and evaluate the community's mental health needs, services, facilities, and special problems;



APPROVE



OTHER



RECOMMENDATION OF CNTY ADMINISTRATOR



RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Jill Ray,
925-957-8860

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

By: , Deputy

cc: District 2 Supervisor, Maddy Book, MHC, Appointee

BACKGROUND: (CONT'D)

to review any County agreements entered into pursuant to Section 5650 of the Welfare and Institutions Code; to advise the governing body and local mental health director as to any aspect of the local mental health program; to submit an annual report to the Board of Supervisors; review and make recommendations regarding the appointment of a local director of mental health services; review the County's performance outcome data and communicate its findings to the State Mental Health Commission; and assess the impact of the realignment of services from the State to the County on services delivered to clients and the local community.

CONSEQUENCE OF NEGATIVE ACTION:

The District II Member At Large Seat will remain filled without the benefit of a member who is able to attend meetings.

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: January 6, 2015

Subject: Reappointments to the North Richmond Municipal Advisory Council.

RECOMMENDATION(S):

Reappoint the following people to the North Richmond Municipal Advisory Council (NRMAC) for four year terms coterminous with the term of Supervisor Gioia starting on January 1, 2015 and ending on December 31, 2018.

North Richmond Resident: David Meza (1641 6th Street, North Richmond, 94801)
Unincorporated Seat 1: Beverly Scott (338 Malcolm Drive, North Richmond, 94801)
Business 1: Don Gilmore (1535 Fred Jackson Way, North Richmond, 94801)
Unincorporated Seat 2: Henry Clark (305 Chesley, North Richmond, 94801)
Unincorporated Seat 3: Annie Meredith-King (1535 Fred Jackson Way, North Richmond, 94801)
Unincorporated Seat 4: LaSaunda Tate (1837 5th Street, North Richmond, 94801)
Unincorporated Seat 5: Jarrell Aaron Morgan (1568 4th Street, North Richmond, 94801)

FISCAL IMPACT:

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Kate Rauch
510-231-8691

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

By: , Deputy

cc:

BACKGROUND:

Supervisor Gioia recommends reappointing these members to the North Richmond Municipal Advisory Council (NRMAC) to run concurrent with his new term, which starts on January 1, 2015 and ends on December 31, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

The seats will be vacant.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Medical Staff Appointments and Reappointments –2014

RECOMMENDATION(S):

Approve request for new medical staff appointments and reappointments, staff affiliation, additional privileges, voluntary resignations and withdrawals, as recommended by the Medical Executive Committee at their September 3, 2014 meeting, and by the Health Services Director.

FISCAL IMPACT:

None.

BACKGROUND:

The Joint Commission on Accreditation of Healthcare Organizations has requested that evidence of Board of Supervisors approval for each Medical Staff member will be placed in his or her Credentials File. The above recommendations for appointment/reappointment were reviewed by the Credentials Committee and approved by the Medical Executive Committee.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Contra Costa Regional Medical and Contra Costa Health Centers' medical staff would not be appropriately credentialed and not be in compliance with the Joint Commission on Accreditation of Healthcare Organizations.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, C Rucker, Jeanette Peel

ATTACHMENTS

Attachment

A. New Medical Staff Members

Tarun Bhandari, MD	Psychiatry/Psychology
Anthony Cheng, MD	Anesthesiology
Alice Del Rosario, MD	Psychiatry/Psychology
Alexandra Duque-Silva, MD	Pediatrics
Arianne Ferguson, MD	Psychiatry/Psychology
Peter Huang, MD	Psychiatry/Psychology
Karl Meisel, MD	Internal Medicine – Neurology
Megan Richie, MD	Internal Medicine – Neurology
Sara Richey, MD	Family Medicine
Ruxandra Radu-Radulescu, MD	Obstetrics & Gynecology
David Ruecker, MD	Psychiatry/Psychology
Katherine Winter, MD	Family Medicine
Christopher Zamani, MD	Family Medicine

B. New Staff Affiliation

Cynthia Sharp, NP	Family Medicine
Nikki Ha, NP	Family Medicine

C. Advanced to Non-Provisional Staff

Jason Reinking, MD	Family Medicine
Michelle Robello, MD	Internal Medicine
Zoraya Zuniga, MD	Family Medicine

D. Request for Additional Privileges

Alison Block, MD	Obstetrics & Gynecology
Yu-Ming Chang, MD	Internal Medicine
Zoraya Zuniga, MD	Family Medicine

E. Biennial Reappointments

Alok Bose, MD	Pediatrics	C
Adam Buck, MD	Internal Medicine	A
Justin Chatten-Brown, MD	Emergency Medicine	A
Robert Davies, MD	Internal Medicine	C
Krista Farey, MD	Family Medicine	A
Daniel Forkin, MD	Psychiatry/Psychology	C
Oliver Graham, MD	Internal Medicine	A
Michael Gynn, MD	Surgery	A
Charles Harris, MD	Emergency Medicine	A
Liam Keating, MD	Surgery – ENT	A
Olga Kelly, MD	Pediatrics	A

Michael Knoll, DDS	Dental	A
Greta Perez, MD	Family Medicine	A
Roobal Sekhon, DO	Psychiatry/Psychology	A
Charlotte Standefer, MD	Family Medicine	A
Steven Tremain, MD	Internal Medicine	C

F. Biennial Renewal of Privileges

Miguel Ayala, NP	Family Medicine	Aff
Anita Aytman-Billops, NP	Family Medicine	Aff
Ae Sil Cheun, NP	Family Medicine	Aff
Ellen Nurkse, CNM	Ob/Gyn	Aff
Lorraine Romero, NP	Family Medicine	Aff

G. Voluntary Application Withdrawal

Annabelle Chern, MD	Psychiatry/Psychology
Christina Chow, MD	Pediatrics

H. Voluntary Resignation

Nancy Ciau, MD	Pathology
----------------	-----------



**Contra
Costa
County**

To: Board of Supervisors
From: Federal D. Glover, District V Supervisor
Date: January 6, 2015

Subject: Accept Resignation of Joanne L. Boyle from the Pacheco Municipal Advisory Council

RECOMMENDATION(S):

Accept the resignation of Joanne L. Boyle, Declare a vacancy on the Pacheco Municipal Advisory Council, Seat 2, and Direct the Clerk of the Board to post the vacancy, as recommended by Supervisor Federal D. Glover.

FISCAL IMPACT:

None.

BACKGROUND:

The Pacheco Municipal Advisory Council shall advise the Board on services which are or may be provided to the community by the County or other government agencies, feasibility of organizing the existing special districts serving the community in order to provide public services such as, but not limited to, water, sewer, fire and park and recreation; and to represent the community before LAFCO and the County Planning Commission and the Zoning Administrator, and to provide input and reports to the Board, County staff or any County hearing body on issues of concern to the Pacheco community.

CONSEQUENCE OF NEGATIVE ACTION:

The seat would remain vacant.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Vincent Manuel, (925)
335-8200

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: January 6, 2015

Subject: Appointment to Contra Costa Commission for Women

RECOMMENDATION(S):

Appoint the following individual to the District IV seat on the Contra Costa Commission for Women to a three-year term expiring on February 28, 2015.

Iris Hui-Tung Wong
934 Flint Avenue
Concord, CA 94518

FISCAL IMPACT:

None.

BACKGROUND:

The Contra Costa Commission for Women was formed to educate the community and advise the Contra Costa County Board of Supervisors on issues relating to the changing social and economic conditions of women in the County, with particular emphasis on the economically disadvantaged. The Commission's mission is, "to improve the economic status, social welfare, and overall quality of life for women in Contra Costa County."

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

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

Contact: Lindy Lavender,
925-521-7100

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Seat would remain vacant.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Medical Staff Appointments and Reappointments – December 2014

RECOMMENDATION(S):

Approve request for new medical staff appointment and re-appointments, additional privileges, advancements to permanent staff, biennial reappointments, biennial renewal of privileges, voluntary resignations and new Hospitalist privileges, as recommended by the Medical Executive Committee at their December 15, 2014 Meeting, and by the Health Services Director.

FISCAL IMPACT:

None

BACKGROUND:

The Joint Commission on Accreditation of Healthcare Organizations has requested that evidence of Board of Supervisors approval for each Medical Staff member will be placed in his or her Credentials File. The above recommendations for appointment/reappointment were reviewed by the Credentials Committee and approved by the Medical Executive Committee.

CONSEQUENCE OF NEGATIVE ACTION:

N/A

CHILDREN'S IMPACT STATEMENT:

Not Applicable

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Anna Roth
370-5101

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

By: , Deputy

cc: Tasha Scott, C Rucker



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: January 6, 2015

Subject: Correct Terms of Office of four members of the Family and Children's Trust Committee (FACT)

RECOMMENDATION(S):

APPROVE correction of the terms of office of the four members of the Family and Children's Trust Committee (FACT) appointed by Board action of September 23, 2014 (Item C.19) to end on September 30, 2016.

FISCAL IMPACT:

None

BACKGROUND:

The Family and Children's Trust Committee (FACT), was established in 1982 by the Contra Costa County Board of Supervisors to make funding recommendations on the allocation of a variety of funds for prevention and intervention services to reduce child abuse and neglect, provide supportive services to families and children, and promote a more coordinated, seamless system of services for families. Funding for FACT supported projects derived from federal and state program legislation, and donations to the County's Family and Children's Trust Fund.

Every two years, the members of the FACT establish a series of county priorities for the use of these funds through review of existing data and reports and by holding Public Hearings in

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Earl Maciel
925-313-1648

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

various areas of the county. The Committee then develops a competitive bidding process to select non-profit, community-based agencies that can best provide the services determined to be most important. Program recommendations are made to the Board of Supervisors which makes the final funding decisions. The Committee continues to evaluate these funded programs to ensure continued provision of quality service and achievement of stated goals. Programs currently being supported include countywide parenting classes, therapeutic day care for emotionally disturbed children, treatment for families, young children and teens with both substance abuse and child abuse issues, services for homeless families, and projects to support children whose mothers have been victims of domestic violence and sexual assault.

The FACT has up to fifteen members who are appointed by the Board and include citizens with expertise in children's issues, education, law, non-profit agency management, public health, and program research/evaluation. In addition, the Director of the Child Abuse Prevention Council sits as ex-officio member of the Committee and participates in all matters except actually voting on funding recommendations. Terms for all Commission seats are two years.

At Large seat vacancies on the FACT have been assigned for Family & Human Services Committee (F&HS) review since 2003. In 2011 the Board of Supervisors, by resolution, expanded the FACT seats assigned for review by F&HS to include all non-Supervisory District seats. As a result of the policy change and rotation in staffing assignments for the FACT, nominations to fill expiring seats were not scheduled for timely F&HS review. If seats are not filled this month, the FACT will be unable to achieve a quorum and convene in October.

The appointments of four FACT committee members (Belinda Lucey, Seat 2 – Schools/Education; Ruth Fernandez, Seat 3 – Child Development; Karin Kauzer, At Large 1; Simone Gikanga, At Large 5) were inadvertently made for three year terms (ending September 30, 2017) instead of two year terms (ending September 30, 2016) as required by FACT Bylaws. This action will correct that error made by Board Order on September 23, 2014, Item No. C.19, and change these committee members' terms to end on September 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

Board Action of September 23, 2014 (Item C. 19), will remain in effect and the term dates will be incorrect.

CHILDREN'S IMPACT STATEMENT:

None



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: January 6, 2015

Subject: Accept Resignation of Dennisha Marsh from the Economic Opportunity Council

RECOMMENDATION(S):

ACCEPT resignation of Dennisha Marsh, DECLARE a vacancy in Low-Income Sector Seat 3 on the Economic Opportunity Council, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

None

BACKGROUND:

Ms. Marsh notified the Economic Opportunity Council (EOC) of her resignation effective November 11, 2014. Vacancy must be posted and potential candidates recruited to fill the remainder of the term which expires on June 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, vacancy will not be posted.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: J. Bhambra, (925)
681-6304

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

By: , Deputy

cc: Jagjit Bhambra, Cassandra Youngblood

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: Kathy Gallagher, Employment & Human Services Director
Date: January 6, 2015

Subject: Accept Resignation of Rachele Gomez from the Economic Opportunity Council

RECOMMENDATION(S):

ACCEPT resignation of Rachele Gomez, DECLARE a vacancy in Low-Income Sector Seat 2 on the Economic Opportunity Council, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

None

BACKGROUND:

Ms. Gomez notified the Economic Opportunity Council (EOC) of her resignation effective December 12, 2014. Vacancy must be posted and potential candidates recruited to fill the remainder of the term which expires on June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, vacancy will not be posted.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: J. Bhambra, (925)
681-6304

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

By: , Deputy

cc: Jagjit Bhambra, Cassandra Youngblood

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: David O. Livingston, Sheriff-Coroner
Date: January 6, 2015

Subject: Appropriation Adjustment - Overtime Allocation

RECOMMENDATION(S):

APPROVE Appropriation Adjustment No. 5023 authorizing the transfer of appropriations in the amount of \$2,000,000 from Sheriff's Office (0255) to Custody Services (0300), Coroner (0359) and Emergency Services (0362) to appropriately allocate fiscal year 2014/15 permanent overtime.

FISCAL IMPACT:

This action increases appropriations in various cost centers throughout the Sheriff's Office and reduces appropriations in the Sheriff's Office (0255). No change to Net County Cost.

BACKGROUND:

During the Budget Process for FY 14/15, the Sheriff's Office was allocated an additional \$2,000,000 in overtime. The lump sum of \$2,000,000 was distributed solely to Org 2505. An adjustment is necessary to allocate budget to different cost centers throughout the Sheriff's Office. The formula for allocating budget is 5% throughout all cost centers, \$10,000 to Admin Org 2500, remainder to be split 50% Patrol, 40% Custody and 10% Dispatch.

CONSEQUENCE OF NEGATIVE ACTION:

The Sheriff's Office budget will not have overtime allocated appropriately to various cost centers.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Liz Arbuckle,
925-335-1526

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

By: , Deputy

cc: Liz Arbuckle, Heike Anderson, Tim Ewell

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

Appropriations Adjustment No. 5023

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 (0255,0300,0359,0362)		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
2500	1014	Permanent Overtime		11,402 00
0359	1014	Permanent Overtime		4,500 00
2501	1014	Permanent Overtime		8,889 00
2502	1014	Permanent Overtime		2,546 00
2505	1014	Permanent Overtime		687,666 00
2507	1014	Permanent Overtime		4,079 00
2508	1014	Permanent Overtime		0 00
2510	1014	Permanent Overtime		183,436 00
2512	1014	Permanent Overtime		181 00
2515	1014	Permanent Overtime		14,677 00
2516	1014	Permanent Overtime		154 00
2517	1014	Permanent Overtime		2,600 00
2535	1014	Permanent Overtime		12,015 00
2545	1014	Permanent Overtime		1,905 00
2546	1014	Permanent Overtime		496 00
2557	1014	Permanent Overtime		2,497 00
2575	1014	Permanent Overtime		14,530 00
2577	1014	Permanent Overtime		11,428 00
2578	1014	Permanent Overtime		373,494 00
2580	1014	Permanent Overtime		390,401 00
2585	1014	Permanent Overtime		58,761 00
2590	1014	Permanent Overtime		3,205 00
3620	1014	Permanent Overtime		855 00
3621	1014	Permanent Overtime		3,000 00
3623	1014	Permanent Overtime		2,394 00
3625	1014	Permanent Overtime		204,889 00
2505	1014	Permanent Overtime		
TOTALS			2,000,000 00	2,000,000 00

APPROVED

AUDITOR-CONTROLLER:

BY: [Signature] DATE 11/24/14

COUNTY ADMINISTRATOR:

BY: [Signature] DATE 12/19/14

BOARD OF SUPERVISORS:

YES:

NO:

EXPLANATION OF REQUEST

To redistribute Permanent Overtime appropriations from Org 2505 to various orgs.

[Signature]

Fiscal Officer

10/31/2014

SIGNATURE

TITLE

DATE

APPROPRIATION

APOO

5023

ADJ. JOURNAL NO.

BY: _____ DATE _____



**Contra
Costa
County**

To: Board of Supervisors
From: Jeff Carman, Chief, Contra Costa County Fire Protection District
Date: January 6, 2015

Subject: Add Three Fire Captain Positions and Cancel Three Vacant Firefighter/Firefighter-Paramedic Positions

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21589 to add three (3) Fire Captain-56 Hour (RPTA) (represented) positions at Salary Plan and Grade 4N6 1814 (\$6,683 - \$8,956) and cancel two (2) vacant Firefighter-Paramedic/56 Hour (RPWB) (represented) positions at Salary Plan and Grade 4N6 1691 (\$5,916 - \$7,929) and one (1) vacant Firefighter/56 Hour (RPWA) (represented) position at Salary Plan and Grade 4N6 1595 (\$5,380 - \$7,210) in the Contra Costa County Fire Protection District.

FISCAL IMPACT:

The estimated increased annual costs are \$217,840. Of that amount, \$97,690 is attributable to employer retirement contributions. These positions are part of a staffing plan pursuant to the award of a Federal staffing grant. The increased personnel costs will be funded by the Federal grant. There is no local agency match or share requirement.

BACKGROUND:

On February 21, 2014, the Contra Costa County Fire Protection District (District) was awarded a Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) grant in the amount of \$9,571,500

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: J. Lorrekovich,
925-941-3312

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

By: , Deputy

cc: Denise Cannon, Eldreai Ellis

BACKGROUND: (CONT'D)

to fill twenty-seven (27) firefighter positions over a two year period. On April 1, 2014, the Fire Board of Directors approved a deployment plan to utilize the grant funds. In order, the deployment of the new positions consisted of: adding a squad at Fire Station 6 in Concord, adding an engine company at Fire Station 11 in Clayton (reopening the station on a full time basis), and adding a squad at Fire Station 1 in Walnut Creek.

Since the award of the grant, the District has hired two academies and will start a third in February 2015. The first academy graduated on August 29, 2014. The second will graduate in January 2015. Upon completion of the second academy, the District will have enough filled positions to reopen Fire Station 11 in Clayton. Since an engine company consists of a firefighter, an engineer, and a captain (on three rotating shifts), the District now needs to convert three of its firefighter positions to fire captain. The District plans to reopen Fire Station 11 on January 17, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

The District cannot adequately staff an engine company without captains.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P300 No. 21589

POSITION ADJUSTMENT REQUEST

NO. 21589
DATE 12/8/2014

Department CCC Fire Protection District

Department No./

Budget Unit No. 7300 Org No. 7300 Agency No. 70

Action Requested: Add three (3) full time Fire Captain (RPTA) positions. Cancel two (2) vacant Firefighter-Paramedic (RPWB) positions (5527 and 5518) and cancel one (1) vacant Firefighter (RPWA) position (5618).

Proposed Effective Date: 1/7/2015

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 \$217,840.00

Net County Cost \$0.00

Total this FY \$99,842.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Federal Staffing Grant

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

Jackie Lorrekovich

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Tim Ewell

12/19/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 12/19/2014

Add three (3) Fire Captain-56 Hour (RPTA) (represented) positions at Salary Plan and Grade 4N6 1814 (\$6,683 - \$8,956) and cancel two (2) vacant Firefighter-Paramedic/56 Hour (RPWB) (represented) positions at Salary Plan and Grade 4N6 1691 (\$5,916 - \$7,929) and one (1) vacant Firefighter/56 Hour (RPWA) (represented) position at Salary Plan and Grade 4N6 1595 (\$5,380 - \$7,210)

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

Effective: ☒ Day following Board Action.

☐ _____(Date)

K. Ito

12/22/2014

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

12/22/2014

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

Tim Ewell

(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 12/22/2014

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: William Walker, M.D., Health Services
Date: January 6, 2015

Subject: Add one permanent full-time 40/40 Supervising Environmental Health position and Cancel vacant permanent full-time 40/40 Assistant Director of Environm

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21583 to add one (1) permanent full time 40/40 Supervising Environmental Health (VLHA) at salary level ZA5-1831 (\$6,622-\$8,049) and Cancel one (1) Assistant Director of Environmental Health position (VLGA) #00009088 at salary level ZA5-1899 in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual savings of approximately \$6,727.92 in annual salary costs and \$2,388.42 in pension costs. Savings are 100% Environmental Health Fee revenue.

BACKGROUND:

Supervisors in Environmental have an average of 9 direct reports each. Because of the large staff size the Supervisors are having difficulties keeping up with Personnel needs and addressing changing program needs (e.g. FDA Standardization, Federal model pool code, new legislative mandates, Title 22 and Title 24 updates). By adding an additional supervisor, each supervisor will have 6-7 direct reports. Staff and program needs will be more manageable for the supervisors.

CONSEQUENCE OF NEGATIVE ACTION:

If this action not approved, the department will have a difficult time providing adequate supervision for staff and address changing program needs.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Shelanda Adams,
925-957-5263

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not Applicable

ATTACHMENTS

P-300 #21583

POSITION ADJUSTMENT REQUEST

NO. 21583
DATE 12/4/2014

Department No./

Department HEALTH SERVICES-Environmental Health Budget Unit No. 0452 Org No. 5889 Agency No. A18

Action Requested: Add one permanent full-time 40/40 Supervising Environmental Health (VLHA) Specialist position and Cancel vacant permanent full-time 40/40 Assistant Director of Environmental Health (VLGA) position #00009088.

Proposed Effective Date: 1/7/2015

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 (\$9,116.34)

Net County Cost \$0.00

Total this FY (\$4,558.14)

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings of \$9,116.34

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

Shelanda Adams

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

12/18/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority

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 12/18/2014

☐ 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:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 12/18/2014

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: William Walker, M.D., Health Services
Date: January 6, 2015

Subject: Add (1) Health Services Reimbursement Accountant

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No.21584 to add one (1) Health Services Reimbursement Accountant (VCTA) position (represented) at salary level ZB5 1854 (\$6,775-\$8,235) in the Health Services Finance Division.

FISCAL IMPACT:

Upon approval, this action will result in an annual increase cost of \$159,425.93, including pension cost of \$35,082. 100% ACA Funds.

BACKGROUND:

This position will be responsible for implementing the managed health care reporting methodology required by the Affordable Care Act, and includes managing the operating budget and coordinating the work of other accounting staff engaged in similar activities. Responsible for managing and monitoring compliance with Federal and State managed health care financial reporting requirements and regulations. Continually monitor changes in regulations and methodology to ensure that the department receives the maximum payments from Medicare and Medi-Cal programs.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Contra Costa Health Services will be out of compliance with the Federal Affordable Care Act.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

Contact: Melissa Carofanello - 925-957-5248 -
melissa.carofanello@hsd.cccounty.us

I hereby certify that this is 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 6, 2015

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P-300 #21584

POSITION ADJUSTMENT REQUEST

NO. 21584
DATE 12/5/2014

Department HEALTH SERVICES - Finance

Department No./

Budget Unit No. 0540 Org No. 6567 Agency No. A18

Action Requested: Add one (1) Health Services Reimbursement Accountant (\$6,775 - \$8,235) within the Health Services Finance Division.

Proposed Effective Date: 11/1/2014

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 \$159,425.93

Net County Cost \$0.00

Total this FY \$79,713.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Affordable Care Act (ACA) funds

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

Melissa Carofanello

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

12/18/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

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 12/18/2015

☐ 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: William Walker, M.D., Health Services
Date: January 6, 2015

Subject: Add one MSW II position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21585 to add a permanent full-time Medical Social Worker II (X4VH) position at salary level 255-1590 (\$5,516 - \$6,341) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this request has an annual cost of approximately \$124,989, which includes \$27,012 in pension costs. Funding is 100% reimbursable from Medi-Cal Administrative Activities and Targeted Case Management State revenue.

BACKGROUND:

The Health Services Department is requesting to add a Medical Social Worker II position assigned to the California Children's Services Program within Public Health Division. The CCS Program currently serves 4,000 children with serious and chronic health care needs, and receives on average 160 new referrals each month. As the caseload increases, it is critical to add a medical social worker position. Duties include a full range of casework, counseling, crisis intervention, discharge planning and consultative services for clients and their families. There is an annual cost of approximately \$124,989 which is entirely reimbursable from Medi-Cal Administrative Activities and Targeted Case Management State revenue.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF
SUPERVISORS**

I hereby certify that this is 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 6, 2015

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

Contact: Jo-Anne
Linares

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the California Children Services Program will not have adequate staff to meet the needs of clients and their families.

CHILDREN'S IMPACT STATEMENT:

The California Children Services Program provides patient care services to 4,000 children and receives an average 160 referrals each month. If this action is not approved, there will not be sufficient staff to provide services to children and their families in the program.

ATTACHMENTS

P-300 #21585

POSITION ADJUSTMENT REQUEST

NO. 21585
DATE 12/5/2014

Department Health Services

Department No./

Budget Unit No. 0450 Org No. 5890 Agency No. A18

Action Requested: Add one permanent full-time Medical Social Worker II position in the Health Services Department.

Proposed Effective Date: 1/7/15

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 \$124,989.00

Net County Cost \$0.00

Total this FY \$62,494.00

N.C.C. this FY 0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% MCAA/TCM State revenues

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

12/11/15

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority

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 12/18/2014

☐ 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: William Walker, M.D., Health Services

Date: January 6, 2015

Subject: Add one Health Services Information Technology Supervisor and cancel one Computer Operations Supervisor position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Resolution No. 21586 to add one (1) Health Services Information Technology Supervisor (VCFD) position (\$6,979-\$9,353) and cancel vacant Computer Operations Supervisor (LKHA) position #7068 (\$5,170-\$6,284) in the Information Technology division of the Health Services Department.

FISCAL IMPACT:

The additional costs associated with this action are approximately \$54,127 annually with benefits. Costs will be funded by Enterprise Fund I.

BACKGROUND:

Health Services Information Technology is no longer in need of this mid-level supervisory position. Due to more complex responsibilities, this position requires the skills of a Health Services Information Technology Supervisor. This position will oversee technology and application support activities.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Health Services Information Technology will not have the appropriate supervisory classification to manage complex technology and application support activities.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Kristen Cunningham,
957-5267

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

By: , Deputy

cc:

ATTACHMENTS

P-300 #21586

POSITION ADJUSTMENT REQUEST

NO. 21586
DATE 12/15/2014

Department No./

Department HEALTH SERVICES-Information Technology Budget Unit No. 0540 Org No. 6555 Agency No. A18

Action Requested: Add one (1) Health Services Information Technology Supervisor (VCFD) position and cancel vacant Computer Operations Supervisor (LKHA) position #7068 in the Information Technology division of the Health Services Department.

Proposed Effective Date: 1/6/2015

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 (\$51,615.00)

Net County Cost \$0.00

Total this FY (\$25,807.00)

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost savings

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Kristen Cunningham

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

12/18/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

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 12/18/2014

☐ 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: William Walker, M.D., Health Services
Date: January 6, 2015

Subject: Add and cancel two permanent full time positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Resolution No.21587 to add two (2) Health Services Systems Analyst II (LBVC) positions (\$6,321-\$8,471) and cancel two (2) vacant Health Services Clinical Systems Analyst II (LBTE) positions #15319 and #15320 (\$9,010-\$9,934) in the Information Technology division of the Health Services Department.

FISCAL IMPACT:

There are no additional costs associated with this action. There will be a annual cost savings of \$51,615 to the Enterprise Fund I.

BACKGROUND:

The Department no longer requires the skills associated with the Health Services Clinical Systems Analyst II but rather those of a Health Services Systems Analyst II.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Health Services Information Technology will not be able to staff its units with the appropriate skill level of Systems Analyst personnel.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Kristen Cunningham,
957-5267

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

By: , Deputy

cc:

ATTACHMENTS

P-300 #21587

POSITION ADJUSTMENT REQUEST

NO. 21587
DATE 12/5/2014

Department No./

Department HEALTH SERVICES-Information Technology Budget Unit No. 0540 Org No. 6555 Agency No. A18

Action Requested: Add two permanent full-time Health Services Systems Analyst II (LBVC) positions and cancel two vacant permanent full-time Health Services Clinical Systems Analyst II (LBTE) positions # 15319 and #15320 in the Information Technology division of the Health Services Department

Proposed Effective Date: 17/2015

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 (\$51,615.00)

Net County Cost \$0.00

Total this FY (\$25,807.00)

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost savings

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

Kristen Cunningham

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

12/18/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

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 12/18/2014

☐ 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: William Walker, M.D., Health Services
Date: January 6, 2015

Subject: Add and cancel one permanent full time position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Resolution No. 21588 to add one (1) Network Analyst I (LBVA) position (\$5,782-\$7,028) and cancel vacant Network Administrator II(LNSB) position #15525 (\$6,340-\$7,706) in the Information Technology division of the Health Services Department.

FISCAL IMPACT:

There will be no additional costs associated with this action. There will be a cost savings of \$11,959 annually with this action.

BACKGROUND:

Health Services requires assistance in the realm of our network infrastructure. In order to provide a higher level of service, Health Services Information Technology requests the conversion of our current Network Administrator II position into a Network Analyst I position. This Network Analyst I position will provide us with the resources to do network troubleshooting, configuration, and deployment in addition to client support.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Health Services Information Technology will not have the appropriate personnel to maintain its network infrastructure.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Kristen Cunningham,
957-5267

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P-300 #21588

POSITION ADJUSTMENT REQUEST

NO. 21588
DATE 12/8/2014

Department No./

Department HEALTH SERVICES-Information Technology Budget Unit No. 0540 Org No. 6555 Agency No. A18

Action Requested: Add one permanent full-time Network Analyst I (LBVA) position and cancel one vacant permanent full-time Network Administrator II (LNSB) position # 15525 in the Information Technology division of the Health Services Department

Proposed Effective Date: 01/07/15

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

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

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

Total annual cost (\$11,959.00)

Net County Cost \$0.00

Total this FY (\$5,979.00)

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings

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

Kristen Cunningham

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

12/18/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

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 12/18/2014

☐ 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: William Walker, M.D., Health Services
Date: January 6, 2015

Subject: Add one 24/40 Health Services Administrator-Level B position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Resolution No. 21592 to add one (1) permanent part-time 24/40 Health Services Administrator-Level B (VANG) position (\$4,126-\$6,435) in the Contra Costa Health Plan division of the Health Services Department.

FISCAL IMPACT:

The additional costs associated with this action will be \$82,264 annually with benefits. The cost of this action will be funded through CCHP Enterprise Fund III.

BACKGROUND:

This new position is needed due to the growth of membership and increase in requirements imposed by our Medi-Cal contract and by regulatory and accrediting agencies. Our membership has grown more than 60% in the last two years, and we expect to see a continued high level of new enrollees through the end of the year. With that growth, there are more members qualifying for programs including our Disease Management Programs for Diabetes and Pediatric Obesity. Our staff works directly with patients with these diagnoses and their families to improve their health status and reduce future Plan medical expenditures, for example by avoiding ER visits. The current staff supporting

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Kristen Cunningham,
957-5267

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

this program has reached her capacity; more staff is needed to counsel additional members. Also, CCHP is now responsible for providing mild to moderate mental health benefits and Applied Behavioral Analysis for Autism. These new benefits require new quality measurement and improvement work, requiring additional staff time. NCQA, our accrediting body, has implemented extensive new standards. To meet the standards, we need staff to: 1)Produce and distribute self management tools, 2)Perform usability testing on them, 3)Review and update when new evidence is available, at least every two years, 4)Assist members with the tools by email, phone, and mail, 5)Use data sources to identify members eligible for wellness activities, 6)Provide reminders for needed or missed care, 7)Provide incentives for use of tools and health assessments measure effectiveness of the incentive program, 8)Provide required quality measurement and improvement assistance to Claims, Pharmacy, Member Services, and Advice Nurse Unit regarding new web-based functionality they are required to add, and 9)Manage compliance with numerous Behavioral Health standards that had previously been carved out.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved and without additional staff, the Quality Management unit will not be able to meet the mandated requirements of the Health Plan.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P-300 #21592

POSITION ADJUSTMENT REQUEST

NO. 21592
DATE 12/12/2014

Department HEALTH SERVICES-CCHP

Department No./

Budget Unit No. 0860 Org No. 6106 Agency No. A18

Action Requested: Add one permanent part-time (24/40) Health Services Administrator-Level B position in the Contra Costa Health Plan of the Health Services Department

Proposed Effective Date: 1/7/2015

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 \$82,264.00

Net County Cost \$0.00

Total this FY \$41,131.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT CCHP Enterprise Fund III

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

Kristen Cunningham

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

12/23/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

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 12/23/2014

☐ 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: William Walker, M.D., Health Services
Date: January 6, 2015

Subject: Add one Health Services Systems Analyst II position and cancel vacant Health Services Systems Analyst III position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Resolution No. 21593 to add one (1) Health Services Systems Analyst II (LBVC) position (\$6,321-\$8,471) and cancel one (1) vacant Health Services Systems Analyst III (LBTD) position #14969 (\$6,642-\$8,901) in the Information Technology division of the Health Services Department.

FISCAL IMPACT:

There will be no additional costs associated with this action. There will be a cost savings of \$7,584 annually with this action.

BACKGROUND:

The Health Services Systems Analyst III position is not a flexibly staffed position. The Department does not require the skills of a Health Services Systems Analyst III but rather those of a Health Services Systems Analyst II.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Health Services Information Technology will not be able to staff its units with the appropriate skill level of Systems Analyst personnel.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Kristen Cunningham,
957-5267

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

By: , Deputy

cc:

ATTACHMENTS

P-300 #21593

POSITION ADJUSTMENT REQUEST

NO. 21593
DATE 12/23/2014

Department No./

Department HEALTH SERVICES-Information Technology Budget Unit No. 0540 Org No. 6555 Agency No. A18

Action Requested: Add one permanent full-time Health Services Systems Analyst II (LBVC) position and cancel one vacant permanent full-time Health Services Systems Analyst III (LBTD) position #14969 in the Information Technology division of the Health Services Department

Proposed Effective Date: 1/7/2015

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 (\$7,584.00)

Net County Cost \$0.00

Total this FY (\$3,792.00)

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost savings

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Kristen Cunningham

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

12/23/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

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 12/23/2014

☐ 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: William Walker, M.D., Health Services
Date: January 6, 2015

Subject: Add two Health Plan Member Services Counselors and cancel two vacant Information Systems Assistant II positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Resolution No. 21594 to add two (2) permanent full-time Health Plan Member Services Counselor (V9VE) positions (\$3,483-\$4,233) and cancel two (2) vacant Information Systems Assistant II (LTVH) positions (\$2,923-\$3,553) #12862 and #13623 in the Contra Costa Health Plan division of the Health Services Department.

FISCAL IMPACT:

The additional costs associated with this action will be \$24,010 annually with benefits. The costs will be offset by CCHP Enterprise Fund III (100%).

BACKGROUND:

One Health Plan Member Services Counselor will work in CCHP's Member Services Unit Call Center handling busy incoming calls to: 1) Process requests for Medi-Cal emergency disenrollments and determine if the criteria and guidelines for emergency disenrollments are met 2) Prepare correspondence to inform members of the results of their inquiries 3) Assist members in choosing and changing primary care physicians 4) Educate members on the scope of benefits and the proper use of the Health Plan 5) Resolve issues for members who are experiencing problems using CCHP health plan insurance coverage One Health Plan Member Services Counselor will work in CCHP's Case Management

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Kristen Cunningham,
957-5267

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Unit to: 1)Contact the Medi-Cal SPD members and complete Health Risk Assessments which are mandated by the State 2)Make regular calls to members to get them health care appointments as part of the Good Health program to improve Health Outcomes and HEDIS rates 3)Educate members on the scope of benefits and the proper use of the Health Plan 4)Help resolve any issues affecting member access or care

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P-300 #21594

POSITION ADJUSTMENT REQUEST

NO. 21594
DATE 12/23/2014

Department HEALTH SERVICES - CCHP

Department No./

Budget Unit No. 0860 Org No. 6118 Agency No. A18

Action Requested: Add two (40/40) Health Plan Member Services Counselor (V9VE) positions and cancel two vacant Information Systems Assistant II positions #12862 and #13623 in the Contra Costa Health Plan Division of the Health Services Department

Proposed Effective Date: 1/7/2015

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 \$24,010.86

Net County Cost \$0.00

Total this FY \$12,005.43

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% CCHP Enterprise Fund III

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Kristen Cunningham

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

12/23/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources Review under delegated authority

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 12/23/2014

☐ 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: Mark Peterson, District Attorney
Date: January 6, 2015

Subject: Reclassify Position #13143 and Incumbent from Network Administrator I (LNSA) to Information Systems Manager 1 in the District Attorney's office

RECOMMENDATION(S):

ADOPT Position Adjustment Request No. 21513 to reclassify position No. 13143 and the incumbent from Network Administrator I (LNSA) (represented) position at salary plan and grade ZA5 1694 (\$5,782-\$7,028) to Information Systems Manager I (LTNA) (represented) position at salary plan and grade ZA5 1884 (\$6,979-\$8,483) in the District Attorney's office.

FISCAL IMPACT:

This action will result in an estimated annual increase of approximately \$29,645, of which \$7,239 is attributable to an increase in employer pension costs, to the District Attorney's office budget which will be covered from salary savings from ongoing vacancies.

BACKGROUND:

Upon review of the duties performed by the incumbent it became clear that he was not properly classified. When the Information Systems Project Manager retired in March 2010, incumbent took on additional responsibilities in the IT division, assuming total responsibility for all departmental technology including: capacity planning, technology planning, and disaster planning

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

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

Contact: Cherie Mathisen
925-957-2234

By: , Deputy

cc: Cherie Mathiesen, Marta Goc

BACKGROUND: (CONT'D)

to ensure effective, reliable infrastructure; design and implementation of network functions; daily monitoring of systems, resource availability, performance and load characteristics, and network integrity; purchase and installation of all technology equipment, hardware, software and associated services; project planning and implementation; implementation of special projects such as the e-subpoena and case management systems; management systems; and has responsibility for hiring and supervising subordinate staff. Based on the preponderance of duties and level of responsibilities, it is recommended that the position be reclassified to Information Systems Manager 1 in order to compensate the employee commensurate with his job duties.

CONSEQUENCE OF NEGATIVE ACTION:

This position is essential to the operations of the District Attorney's office and failure to implement this change will result in the incumbent continuing to be inappropriately under compensated for the current level of work being performed.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P300 No. 21513

POSITION ADJUSTMENT REQUEST

NO. 21513
DATE 9/9/2014

Department District Attorney

Department No./

Budget Unit No. 0242 Org No. 2800 Agency No. 42

Action Requested: Reclassify Network Administrator I (LNSA) position #13143 and incumbent to Information Systems Manager I (LTNA) in the District Attorney's office. (Represented)

Proposed Effective Date: 9/10/2014

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 \$29,645.00

Net County Cost \$29,645.00

Total this FY \$24,700.00

N.C.C. this FY \$24,700.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Federal Fund, offset by savings from vacancies.

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

Mark A. Peterson

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Tim Ewell

8/28/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 12/22/2014

Reclassify position No. 13143 and the incumbent from Network Administrator I (LNSA) (represented) position at salary plan and grade ZA5 1694 (\$5,782-\$7,028) to Information Systems Manager I (LTNA) (represented) position at salary plan and grade ZA5 1884 (\$6,979-\$8,483)

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

Effective: ☒ Day following Board Action.

☐ _____(Date)

K. Ito

12/19/2014

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 12/22/2014

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

Tim Ewell

(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 12/22/2014

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

Date: January 6, 2015

Subject: ADD two Electronic Systems Specialist positions and two Steamfitter positions in the Public Works Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21581 to add two (2) Electronic Systems Specialist (PEWE) (represented) positions at salary plan and grade QS5 1482 (\$4,687-\$5,697) and two (2) Steamfitter (GFVA) (represented) positions at salary plan and grade QE5 1707 (\$5,857-\$6,457) in the Public Works Department.

FISCAL IMPACT:

It is expected that in Fiscal Year 2014/2015, there will be an initial cost of \$139,142 since the department does not anticipate filling these positions until March of 2015. (100% Charge outs) The pension total cost is estimated to be \$88,852, annually.

BACKGROUND:

Since 2007, through attrition, the Public Works Department has lost two Electronic Systems Specialist positions, which has affected our ability to maintain critical systems with regard to the safety and security of County buildings. Because County buildings must be accessible and in centralized locations, they are particularly vulnerable to security issues and must have

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Kelli Zenn,
925-313-2108

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

By: , Deputy

cc: Eva Barrios, James Hicks, Kelli Zenn

BACKGROUND: (CONT'D)

the proper technology and security procedures in place while maintaining accessibility and convenience. The Electronic Systems Specialist analyzes security needs, installs, maintains tests and repairs electronic safety, warning and security equipment. The Electronic Systems Specialist also has responsibility for fire and special alarms in County buildings. By adding two Electronic Systems Specialist positions, we will be able to keep our security and fire systems up to date and maintained properly while also minimizing overtime costs to the Public Works Department.

Since 2003, through attrition, the Public Works Department has lost four Steamfitter positions, which has decreased the number of hours allotted for Steamfitter services, creating an adverse effect on such services to County buildings. Steamfitters install, maintain and repair heating, cooling, refrigeration, and plumbing systems in County buildings. Since many of the County buildings are open to the public, there is a significant need for Steamfitter services in these buildings to maintain the system of pipes that carry clean water to County workers and the public. Additionally, the County Hospital is filled with complicated life-saving technology that requires reliable sources of water which our Steamfitters help to ensure. Plumbing fixtures and equipment play a very important role in reducing the risk of infection in hospitals, from the way patients, doctors, and staff use plumbing fixtures to the many piping systems behind the wall that convey fluids. By adding two Steamfitter positions, we will be able to achieve our goal of responding to all work order requests in a timely and efficient manner and ensure that patients and workers alike in the County Hospital remain comfortable and healthy.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not carried out, the Facilities Services Division of the Public Works Department will not be able to complete work orders and will have to redistribute the workload which will cause delays in project start and completion dates and delays in the performance of general maintenance for County Departments.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P300 21581

POSITION ADJUSTMENT REQUEST

NO. 21581
DATE 12/17/14

Department Public Works

Department No./

Budget Unit No. 0079 Org No. _____ Agency No. 65

Action Requested: ADD two (2) Electronic Systems Specialist positions, (PEWE) (represented) in Org 4037, QS5 1482 (\$4,687.72 - \$5,697.96) and two (2) Steamfitter positions, (GFVA), (represented) in Org 4031 QE5 1707 (\$5,857.53 - \$6,457.92).

Proposed Effective Date: 1/1/2015

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 \$431,568.00

Net County Cost _____

Total this FY \$139,142.00

N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT These positions bill as 100% charge outs.

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Julia Bueren

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L.Driscoll

12/17/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 12/17/2014

ADD two (2) Electronic Systems Specialist full-time positions (PEWE) (represented), QS5 1482 (\$4,687-\$5,697) and two (2) Steamfitter full-time positions (GFVA) (represented), QE5 1707 (\$5,857-\$6,457) in the Public Works Department.

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

Effective: ☒ Day following Board Action.

☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

☐ 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 12/17/2014

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: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 6, 2015

Subject: ADD one (1) full time Recycle Center Attendant I in the Public Works Department.

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21582 to ADD one (1) full time Recycle Center Attendant I (GPWE) (represented) position at salary plan and grade QS5 0984 (\$2,862-\$3,156) in the Public Works Department.

FISCAL IMPACT:

This action would result in a cost to the Department of approximately \$5,550.00 per month or \$66,600.00 annually, which will be covered by 100% chargeouts. The anticipated cost for fiscal year 2014/2015 is \$33,300.00 if this action is effective January 1, 2015. Pension costs are estimated to be \$25,000 annually.

BACKGROUND:

After a thorough evaluation of the Materials Management Division of Public Works, it has been determined that an additional Recycle Center Attendant I is needed to accommodate the workload of the division. Currently, there are six Recycle Center Attendant I positions in the Materials Management Division of Public Works. Five are assigned to the Recycle Center and are responsible for the pickup and recycling of all paper and cardboard materials and the shredding of all

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Kelli Zenn,
925-313-2108

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

By: , Deputy

cc: James Hicks

BACKGROUND: (CONT'D)

paper documents for the entire County. Only one Recycle Center Attendant is assigned to Surplus, and they are responsible for the pickup, delivery, selling and recycling of all surplus items for the entire County. Presently, there are only two employees in Surplus, the Recycle Center Attendant and the Lead Materials Technician. Previously, the Lead Materials Technician was only assigned to Surplus and had more time to perform a lot of the day-to-day functions in Surplus. However, the Lead Resources Center Attendant, who oversaw all activities in Recycle, retired effective May 31, 2014, leaving the Lead Materials Technician to oversee the employees and activities in both Recycle and Surplus, requiring the Recycle Center Attendant in Surplus to perform more duties. Additionally, if any of the Recycle Center Attendants in Recycle are absent, the Recycle Center Attendant from Surplus has to cover the open Recycle Routes, leaving Surplus without any coverage. Therefore, an additional Recycle Center Attendant I is needed to assist with the workload in Surplus and also provide coverage to Surplus when other Recycle Center Attendants are absent.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not carried out, the Materials Management Division of the Public Works Department will not have appropriate staffing levels to complete all necessary work and provide exemplary service to customer departments.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P300 No. 21582

POSITION ADJUSTMENT REQUEST

NO. 21582
DATE 11/3/2014

Department Public Works

Department No./

Budget Unit No. 0079 Org No. 4035 Agency No. 065

Action Requested: ADD one (1) full time Recycle Center Attendant I (GPWE) (represented) position at salary plan and grade QS5 0984 (\$2,862.97 - \$3,156.43) in the Public Works Department.

Proposed Effective Date: 1/1/2015

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 \$66,600.00

Net County Cost \$66,600.00

Total this FY \$33,300.00

N.C.C. this FY \$33,300.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Chargeouts

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

Julia R. Bueren

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L.Driscoll

12/17/14

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 12/22/2014

ADD one (1) full time Recycle Center Attendant I (GPWE) (represented) position at salary plan and grade QS5 0984 (\$2,862-\$3,156) in the Public Works Department.

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

Effective: ☒ Day following Board Action.

☐ _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

☐ 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 12/22/2014

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: Kathy Gallagher, Employment & Human Services Director
Date: January 6, 2015

Subject: Add 1 full-time Social Service Appeals Officer position in Employment & Human Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21553 to add one Social Services Appeals Officer (X4SG) (represented) position, and allocate to salary schedule ZB5 1670 (\$5,646 - \$6,863) in the Administration Services Bureau of the Employment and Human Services Department.

FISCAL IMPACT:

Upon approval of this position the net county cost will increase by \$6,350 during the current fiscal year. This additional County costs are included in the EHSD 2014-15 budget. This position is funded by: Federal 45%, State 45%, County 10%. The annual pension cost is \$45,505.

BACKGROUND:

In order to meet the state mandated due process needs of applicants and recipients of the Affordable Care Act/Covered California (ACA), and the additional responsibilities pertaining to Relative Assessment hearings and Administrative Disqualification hearings, the Employment and Human Services Department is requesting to add one (1) Social Services Appeals Officer position. The additional responsibilities have greatly impacted the Appeals Officers workload. Recent ACA

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Michelle Cabrera
925.313.1510

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

By: , Deputy

cc: EHSD, Human Resources, Otilia Parra

BACKGROUND: (CONT'D)

regulatory changes provide strict guidelines on whether a case will be heard or not, and will require Appeals Officer to conduct for each family member a separate Medi-Cal hearing; previous regulation allowed for the review of the family's circumstances as one budget unit. In addition, the Harris vs Wagner lawsuit settlement requires the Appeals Officers to represent the department at state-level hearings related to Children Family Services Relative Assessment hearings. The California Department of Social Services (CDSS) requires the Appeals Officer to present the county's case at the pre-hearing conference, and the follow-up hearing. The Relative Assessment hearings require that the Appeals Officers have an in-depth knowledge of the regulations, due process rights and the ability to interpret the Department of Justice criminal records. In addition, in accordance to CDSS, all counties are mandated to commence Administrative Disqualification Hearings as soon as reasonably possible. The Appeals Officers will be responsible for Administrative Disqualification Hearings. The Appeals Unit also has experienced an increase in the number of Civil Rights complaints and investigations, including the recently assigned civil rights issues for programs funded by the Metropolitan Transportation Commission (MTC) for CalWORKs recipients.

CONSEQUENCE OF NEGATIVE ACTION:

If the SS Appeals Officer position is not added there will be insufficient staff to assume the additional caseload and adhere to the mandated regulatory changes required by the Affordable Care Act/Covered California, as well as investigate civil rights issues filed by CalWORKS recipients. The County and Department will run the risk of violating client's due process rights.

CHILDREN'S IMPACT STATEMENT:

NA

ATTACHMENTS

P-300 #21553

POSITION ADJUSTMENT REQUEST

NO. 21553
DATE 11/5/2014

Department EHS

Department No./

Budget Unit No. 0501 Org No. 5101 Agency No. A19

Action Requested: Add 1 full-time Social Service Appeals Officer

Proposed Effective Date: 1/1/2015

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 \$127,003.00

Net County Cost \$12,700.00

Total this FY \$63,502.00

N.C.C. this FY \$6,350.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Federal (45%); State (45%); County (10%)

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Michelle Cabrera 313.1510

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan

11/12/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 12/3/2014

ADD one Social Services Appeals Officer (X4SG) (represented) position, and allocate to salary schedule ZB5 1670 (\$5,646 - \$6,863) in the Administration Services Bureau of the Employment and Human Services Department.

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

Effective: ☒ Day following Board Action.

☐ ____ (Date)

Otilia Parra

12/4/2014

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 12/18/2014

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

Dorothy Sansoe

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 12/18/2014

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: Jessica Hudson, County Librarian
Date: January 6, 2015

Subject: Apply for and Accept a Grant from Crockett Community Foundation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Librarian, or designee, to apply for and accept a grant in the amount of \$1,000 from the Crockett Community Foundation to provide library materials and programs for the period February 1, 2015 through June 30, 2015.

FISCAL IMPACT:

No library fund match.

BACKGROUND:

Funds from the grant will provide high-quality programs to children in Crockett which would otherwise be cost-prohibitive to implement. Funds will also allow the Library to purchase materials related to the subject matter of the selected programs. The Crockett Community Foundation is a generous supporter of the Crockett Library. Past grant awards have improved the Library's collection and the building.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding the materials will not be purchased and the programs will not occur.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Gail McPartland,
925-927-3204

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Grant funds support the community outcome of Communities that are Safe and Provide a High Quality of Life for Children and Families. Library programs offer residents the opportunity to enjoy free events close to home that otherwise would most likely require an entrance fee and significant travel time to attend. These programs allow Crockett residents to gather as a community and, through reading and programs, experience new ideas.



Contra
Costa
County

To: Board of Supervisors
From: Chad Godoy, Director of Agriculture/Weights & Measures
Date: January 6, 2015

Subject: 14-0490-SF Pest Exclusion - LBAM Regulatory

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture for the exclusion and control of the light Brown Apple moth in an amount not to exceed \$27,534, for the period of October 1, 2014 through September 30, 2015.

FISCAL IMPACT:

No County match. This agreement reimburses the department for an amount not to exceed \$27,534 for quarantine response and regulatory enforcement activities. This amount has been anticipated in the department budget.

BACKGROUND:

The Light Brown Apple Moth (LBAM) was first detected in Contra Costa County in March 2007 and subsequently the county has become generally infested. As multiple detections of LBAM continued, the California Department of Food and Agriculture (CDFA) proposed emergency adoption of Section 3434, Light Brown Apple Moth Interior Quarantine, eventually adding the entirety of Contra Costa County. The United State Department of Agriculture (USDA) issued a Federal Domestic Quarantine Order (DA-2007-42), regulating the interstate movement of host material from the infested areas of California and Hawaii. This regulation requires all nurseries, green waste facilities, community gardens and harvested host plant commodities within the infested areas be issued a quarantine compliance agreement and be inspected every 30 days.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Roxann Crosby,
925-646-5250

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will result in failure to meet state mandates and reduced revenue to the department. This would also negatively impact the county's nursery industry and some growers as they would not be able to meet the requirements to ship host material to non-infested areas outside the county.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: January 6, 2015

Subject: Metropolitan Transportation Commission finding for the Taxi Referral Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with the Metropolitan Transportation Commission to pay County an amount not to exceed \$109,948 for the CalWORKs participants Taxi Referral Program for the period October 1, 2014 through December 31, 2016.

FISCAL IMPACT:

100% Federal Lifeline Transportation Program grant funding from Metropolitan Transportation Commission (Match \$109,948: 58% California Work Opportunity and Responsibility for Kids(CalWORKs) Single Allocation, 42% In-kind). CFDA Number 20.516.

BACKGROUND:

Although Board authorization to apply for accept Metropolitan Transportation Commission grant funding was obtained in April 2012, that funding was recently made available for the Lifeline Transportation Program, CalWORKs participants Taxi Referral Program.

The Taxi Referral Program provides taxi vouchers to CalWORKs participants as a way to make transportation

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Elaine Burres,
313-1717

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

available to and from public transit in order to reach jobs and job training. The program is intended to supplement existing transportation services by expending the number of transportation providers available and the number of passengers receiving transportation services. The program will provide taxi vouchers to an estimated 550 participants per month to employment, training, and childcare facilities. Employment and Human Services will administer, track, and monitor the program.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, the Taxi Referral Program, formerly known as Rides-To-Success, could not be implemented.

CHILDREN'S IMPACT STATEMENT:

The funding supports two of the community outcomes established in the Children's Report Card, 3) "Families that are Economically Self Sufficient" and 4) "Families that are Safe, Stable and Nurturing" by providing a method of transportation for CalWORKs clients to attend work or work-related activities.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: January 6, 2015

Subject: Metropolitan Transportation Commission funding for the Keeping Employment Equals Your Success (KEYS) Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to execute a contract with Metropolitan Transportation Commission to pay County an amount not to exceed \$129,500, for the Keeping Employment Equals Your Success (KEYS) Program for the period October 1, 2014 through December 31, 2016.

FISCAL IMPACT:

County to receive an amount not to exceed \$129,500: Lifeline Transportation Program grant funding from the Metropolitan Transportation Commission (Match: \$129,500, California Work Opportunity and Responsibility for Kids (CalWORKS) Single Allocation).

BACKGROUND:

Although the Board authorization to apply for and accept Metropolitan Transportation Commission grant funding was obtained in April 2012, the funding was recently made available for the Lifeline Transportation Program, Keeping Employment Equals Your Success (KEYS).

The Employment Equals Your Success (KEYS) program is an auto loan program which provides qualified CalWORKs participants with low interest

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Elaine Burres,
313-1717

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

loans to purchase vehicles through a back partner. Program participants must be employed full time for three months. Loans enable program participants to purchase vehicles, overcome barriers, and maintain employment. Program participants must participate in ride share program(s).

Employment and Human Services (EHSD) shall provide loans to a minimum of 40 participants over two years. Loans may not exceed \$5,500 per participant. EHSD shall ensure that the vehicle titles remain with the agency, and that vehicles are used for shared rides, and for the intended purpose of commuting, EHSD shall require program participants to register with local ride sharing programs.

CONSEQUENCE OF NEGATIVE ACTION:

Without grant funding, the KEYS Program would not be continue or expend services to meet the CalWORKs clients' needs.

CHILDREN'S IMPACT STATEMENT:

The funding supports two of the community outcomes established in the Children's Report Card, 3) "Families that are Economically Self Sufficient" and 4) "Families that are Safe, Stable and Nurturing" by facilitating the means to acquire safe, reliable transportation for CalWORKs individuals and their families.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Interagency Agreement #28-868 with John Swett Unified School District

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Interagency Agreement #28-868 with John Swett Unified School District, a government agency, to provide school-based mobile clinic services, for the period from September 1, 2014 through August 31, 2015.

FISCAL IMPACT:

This is a non-financial agreement. (No County match)

BACKGROUND:

This Contract meets the social needs of County's population by providing mobile clinic services, including but not limited to: comprehensive physical exams, immunizations, tuberculin skin testing, sports physicals, reproductive health services and referrals, and well-child care to low-income and disadvantaged school children at throughout John Swett Unified School District.

Under Interagency Agreement #28-868, will allow County to provide school-based mobile clinic services to children within the John Swett Unified School District, through August 31, 2015.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Wendel Brunner, MD
313-6712

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

By: , Deputy

cc: Detra Morgan, C Rucker

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, low-income and disadvantaged school-aged children in Antioch will not receive preventive health screenings, well-child examinations, and primary health care services from County's mobile clinics.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in the number of healthy children within the District.



Contra
Costa
County

To: Board of Supervisors
From: Jessica Hudson, County Librarian
Date: January 6, 2015

Subject: Apply for and Accept a Grant from the California Center for the Book

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Librarian, or designee, to apply for and accept a "Book to Action" grant in the amount of \$3,000 from California Center for the Book on behalf of the California State Library to provide materials and programs at the Lafayette Library for the period January 2, 2015 through December 31, 2015.

FISCAL IMPACT:

No library fund match.

BACKGROUND:

The "Book to Action" grant provides materials and programming funding with the purpose of moving communities into action around relevant themes in the region. The Lafayette Library proposes a Book to Action program that will engage Lafayette second and third graders in a letter writing campaign to equivalent grades in Mexico so that school children can experience cultures other than their own. Students will receive copies of "Dear Primo" and the

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

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

Contact: Gail McPartland,
925-927-3204

By: , Deputy

cc:

BACKGROUND: (CONT'D)

book will be added to the Lafayette Library collection. Staff from the local school will teach children some basic conversational Spanish. Participants will gain greater cultural awareness and sense of the commonalities between life in the two countries. Lafayette area high school students will put their language skills to use by helping translate letters from Mexico. The experience will emphasize the benefit of real world application of learning a second language, and Spanish in particular. Elementary school children will be excited to make connections with children in Mexico and hear about their daily lives.

CONSEQUENCE OF NEGATIVE ACTION:

Materials will not be acquired and programs will not be conducted.

CHILDREN'S IMPACT STATEMENT:

The opportunities gained from the experience of the multicultural engagement support the outcome of Children Ready and Succeeding in School. The experience of obtaining diverse geographical information, meaningful opportunities to increase cultural awareness, and foreign language applications enhance knowledge, skills and confidence in the educational arena and daily life.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Standard Agreement (Amendment) #29-784-7 with the State of California, Department of Health Care Services

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Standard Agreement (Amendment) #29-784-7 (State #03-75796, A10) with the State of California, Department of Health Care Services (DHCS), effective December 31, 2014, to amend Standard Agreement #29-784 (as amended by Amendment Agreements #29-784-1 through #29-784-6), with no change in the original payment limit of \$1,594,000, to extend the term from December 31, 2014 through December 31, 2015, to allow the County to continue providing Local Initiative Program services.

FISCAL IMPACT:

Approval of this amendment will reflect no change in the original amount payable to County of \$1,594,000 for the Local Initiative Program services that are not approved for Federal funding. No County match required.

BACKGROUND:

On August 15, 2006, the Board of Supervisors approved Standard Agreement Amendment #29-784 (as amended by Amendment Agreements #29-784-1 through #29-784-6) with the California DHCS for the period from August 1, 2003 through December 31, 2014.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patricia Tanquary,
313-6004

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

By: , Deputy

cc: T Scott, C Rucker

BACKGROUND: (CONT'D)

Approval of Standard Agreement (Amendment) #29-784-7 will allow the County to continue providing Local Initiative Program services that are not approved for Federal funding, through December 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, funding for continuous services to County Medi-Cal recipients will not be provided.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Interim Director, Conservation & Development Department
Date: January 6, 2015

Subject: Agreement between Contra Costa County and the City of Walnut Creek for the Housing Rehabilitation Loan and Grant Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Interim Director, or designee, to execute an agreement with the City of Walnut Creek to transfer to County an amount not to exceed \$159,858 for purposes of the City's Housing Rehabilitation Loan and Grant Program, for the period January 1, 2015 through June 30, 2015.

FISCAL IMPACT:

No fiscal impact to the General Fund. All funds are City of Walnut Creek funds.

BACKGROUND:

The Department of Conservation and Development administers a housing rehabilitation loan program through its Neighborhood Preservation Program (NPP). NPP offers low interest loans and grants to low-income households who own and occupy their home. The loan recipients qualify for loan assistance under County guidelines and U.S. Department of Housing and Urban Development (HUD) regulations.

The City of Walnut Creek wishes to enter into an agreement with the County to enable the County NPP to administer the City's Housing Rehabilitation Loan and Grant Program. The program offers loans or grants to homeowners who cannot obtain conventional financing. Funds are used to eliminate conditions that are detrimental to health and safety, and for repairs such as roofing, electrical, plumbing, mechanical, termite repairs, lead paint mitigation, disabled accessibility, interior and exterior painting and other necessary deferred maintenance repairs. The program promotes the stabilization and enhancement of older neighborhoods in order to encourage a sense of pride in the neighborhood.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Kara Douglas
674-7880

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The City receives CDBG funds from HUD and has approved and authorized the expenditure of \$159,858 in CDBG funds for the loan program. The City will pay the County a minimum of \$1,500 for each loan and grant up to a maximum of 20 percent of the loan or grant amount as compensation for the services provided by the County to the City.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors does not approve this agreement, the program will be delayed or cancelled, and the County will not receive the administrative fees that are earned through implementation of this program.

CHILDREN'S IMPACT STATEMENT:

N/A

ATTACHMENTS

Home Rehabilitation Contract

CDBG HOUSING REHABILITATION LOAN AND GRANT PROGRAM ADMINISTRATION AGREEMENT

This administration agreement (this “Agreement”) is dated as of January 1, 2015, and is between Contra Costa County, a political subdivision of the State of California (the “County”), and the City of Walnut Creek, a California municipal corporation (the “City”).

RECITALS

- A. The City has received Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (“HUD”) pursuant to the provisions of Title I of the Housing and Community Development Act of 1974, as amended.
- B. The City has approved the use of One Hundred and Sixteen Thousand One Hundred and Eight Dollars (\$116,108) in FY 2014-15 CDBG funds, and Forty Three Thousand Seven Hundred and Fifty (\$43,750) Dollars in FY 2013/14 CDBG funds for a total of One Hundred and Fifty Nine Thousand Eight Hundred and Fifty Eight (\$159,858) in CDBG funds for a housing rehabilitation loan and grant program. The program will be directed to owner-occupied single-family residences in Walnut Creek.
- C. The City desires to have the County administer the City’s housing rehabilitation loan and grant program. The City is willing to pay the County for providing the services described in this Agreement.

The parties therefore agree as follows:

AGREEMENT

- 1. Term. Unless sooner terminated as provided in this Agreement, the term of this Agreement is from January 1, 2015 through June 30, 2015.
- 2. County Obligations.
 - a. Intake and Review. The County will provide the following services related to the intake and review of loan and grant applications:
 - i. Distribute loan and grant application forms to interested property owners.
 - ii. Consult with property owners and provide information regarding CDBG requirements.
 - iii. Review applications to determine each applicant’s loan and/or grant eligibility. To be eligible for a loan and/or grant of CDBG funds, applicants must meet the most current loan and/or grant and moderate-income guidelines established by HUD and the City for the CDBG program. Eligibility for a loan or grant of

CDBG funds will be based on the criteria set forth in the Home Rehabilitation Loan and Emergency Grant Program Policies and Guidelines (Exhibit A) attached hereto.

- iv. Confirm property is within the City of Walnut Creek, as mapped in Exhibit B.
 - v. Determine whether property complies with federal environmental requirements with respect to historic preservation, floodplain management, explosive and flammable operations and toxic chemical/radioactive materials. Provide information to the City to enable City to complete Appendix A of the HUD Environmental Rehabilitation Review Sheet. If applicable, advise the City of the need for consultation with the State Historic Preservation Officer (SHPO). Wait for environmental clearance from the City before proceeding with loan or grant application.
 - vi. Approve loans to eligible applicants in any amount up to and including \$60,000. Submit a copy of each approved loan application to the City, along with a copy of the executed promissory note and deed of trust.
 - vii. Approve grants to eligible applicants.
- b. Loan Processing. If a loan and/or grant application is approved, the County will:
- i. Conduct initial inspection of properties of eligible applicants and prepare inspection reports.
 - ii. Assist eligible applicants with securing contractual services to undertake eligible work, including preparing bid packages, noticing the availability of bid packages, reviewing bids received, and confirming the contractor and any subcontractors are not on the list of debarred, suspended, or ineligible contractors. The County may assist the applicant in choosing a contractor from the County's courtesy list of contractors or may assist the applicant in choosing a contractor who has a license from the State Contractor's Board and a business license from the City of Walnut Creek.
 - iii. Assist eligible applicants with the preparation of loan/grant application documents.
 - iv. If a loan is being made, prepare the loan documents between the homeowner and the City, under which the homeowner evidences its obligation to repay the loan through the execution of a promissory note, which note is secured by a deed of trust that names the City as the beneficiary. If a grant is made, prepare the grant documents between the homeowner and the City.

- v. Verify the contractor's general liability, automobile liability and workers' compensation insurance coverage prior to each project start date. Contractor's general liability policy must list the County and the City as additional insureds.
- vi. Verify the contractor's licenses including a business license from the City, and evaluation of contractor's qualifications. For work exceeding \$2,000, verify that the contractor has a license from the State Contractor's Board.
- vii. Coordinate the signing of Rehabilitation Contract with selected Contractor, prior to initiation of work. Upon signature, homeowner will be provided an anticipated timeline and completion date for the work.
- viii. Perform periodic inspections to determine that work is being performed in accordance with the contract between the homeowner and the contractor.
- ix. Perform final inspection to determine that the work has been completed in accordance with the terms of the contract between the homeowner and the contractor.
- x. If work is performed in accordance with homeowner's contract with the contractor during the term of the contract, with homeowner's agreement, make progress payments to contractor. Progress payments are to be made by the County within 30 days following its receipt of a request from the contractor for payment in the form of a payment voucher.

If work is completed in accordance with homeowner's contract with the contractor, with the homeowner's agreement, (i) accept the work and make the semi-final payment to contractor, and (ii) record the Notice of Completion. The semi-final payment is to be made by the County within 30 days following its receipt of a request from the contractor for payment in the form of a payment voucher.

Make the final payment to the contractor 35 days after the date the Notice of Completion is recorded.

- c. Reporting. The County shall report quarterly in the online reporting system City Data Services on the number of applicants and loans signed, jobs completed, demographic data, race/ethnicity, income level, household type, etc., which report is due the 15th of the month following the end of each quarter. Backup documentation will include a detailed report identifying all loans and grants made with CDBG funds that are administered by the County under this Agreement. The report is to include the name of the homeowner, the address and parcel number of the improved property, the loan/grant amount, the term of the loan, if applicable, the type of work performed as a result of the loan/grant, and program demographic information. The report is to contain the name of each contractor, along with the contractor's address and license number.

- d. Records. The County shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records are to include, but are not limited to:
 - i. Records providing a full description of each activity undertaken.
 - ii. Records that establish the eligibility of activities.
3. City Obligations. The City is responsible for the following:
- a. Providing to the County funds sufficient for payment to the contractor. The City shall provide such funds to the County in periodic installments. Each payment is to be made upon receipt of a payment demand from the County, which will be made following a payment request from the contractor as described in Section 2.b.x above.
 - b. Designing, printing and distributing all promotional literature relating to the program. The City will pay for all printing and other costs associated with the promotional literature. The City will advertise the program on the City website and in other ways in which it deems appropriate, and will bear the cost of doing so.
 - c. Processing plans, issuing all necessary permits and issuing any relevant final occupancy permits through the City's Building Division. All projects must conform to the City's building codes.
 - d. Determining whether a project meets the City's building codes and taking any code enforcement action it deems necessary.
 - e. Complying with any reporting requirements that may be required by applicable federal and state housing laws and community development laws.
 - f. Receiving loan repayments from the homeowner and taking any necessary collection action on delinquent loans.
4. Compensation. The City shall pay the County for the services provided by the County to the City under this Agreement. The amount payable to the County for program administration under this Agreement may not exceed Thirty One Thousand Nine Hundred and Seventy Two Dollars (\$31,972). The amount payable to the County will be calculated as follows:
- a. The City shall pay the County Seven Hundred Fifty Dollars (\$750) for each loan/grant application processed under this Agreement, whether or not a loan or grant is actually funded.
 - b. The City shall pay the County an additional Seven Hundred Fifty Dollars (\$750) for each initial inspection made by the County under this Agreement, whether or not a loan or grant is actually funded.

- c. The City shall pay the County twenty percent (20%) of the loan or grant amount of each transaction funded, which amount includes the One Thousand Five Hundred Dollars (\$1,500) paid to the County pursuant to subsections a. and b. of this Section 4.
5. Invoices and Payment. The County shall invoice the City quarterly for amounts due under this Agreement. The City shall pay all amounts due to the County under this Agreement within thirty (30) days of receipt of an invoice.
6. Inspection of Work. It is understood that periodic review of the County's work under this Agreement may be necessary and the right to do so review is reserved by the City. The City will have access to any books, documents, papers and records of the County that are directly pertinent to the work performed under this Agreement, except for confidential attorney/client materials. If required by applicable federal and state housing laws or community development laws, the County agrees to have an annual audit of activities provided to the City under this Agreement.
7. Compliance with Federal Requirements. In carrying out the terms of this Agreement, the City and the County shall comply with all applicable CDBG program regulations as contained in 24 CFR Part 570.502 (A) and Subpart K, except the City is responsible for initiation and completion of environmental review. In addition, the County agrees to comply with the following:
 - a. CDBG regulations governing the eligibility of fair housing activities as contained in 254 CFR 570.904.
 - b. The attachments as listed below of the Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments (24 CFR Part 85), as applicable, including:
 - i. Section 85.3, Definitions.
 - ii. Section 85.6, Additions and exceptions.
 - iii. Section 85.12, Special grant or subgrant conditions for "high-risk" grantees.
 - iv. Section 85.20, Standards for financial management systems, except paragraph (a).
 - v. Section 85.21, Payment, except as modified by Sec.570.513.
 - vi. Section 85.22, Allowable costs.
 - vii. Section 85.26, Non-Federal audit
 - viii. Section 85.32, Equipment, except in all cases in which the equipment is sold, the proceeds are program income.
 - ix. Section 85.33, Supplies.
 - x. Section 85.34, Copyrights.
 - xi. Section 85.35, Subawards to debarred and suspended parties.
 - xii. Section 85.36, Procurement, except paragraph (a);
 - xiii. Section 85.37, Subgrants
 - xiv. Section 85.40, Monitoring and reporting program performance, except paragraphs (b) through (d) and paragraph (f).
 - xv. Section 85.41, Financial reporting, except paragraphs (a), (b), and (e).

- xvi. Section 85.42, Retention and access requirements for records.
 - xvii. Section 85.43, Enforcement.
 - xviii. Section 85.44, Termination for convenience.
 - xix. Section 85.51, Later disallowances and adjustments.
 - xx. Section 85.52, Collection of amounts due.
- c. OMB Circular No. A-87, which relates to cost principles for state, local and Indian Tribal Governments.
- d. OMB Circular No. A-128, which relates to audits of states, local governments, and non-profit organizations.
- e. Public Law 88-352, which refers to Title VI of the Civil Rights Act of 1964, "Affirmative Action Program," which provides that no person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The County agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965, and as subsequently amended. The County shall submit a plan for an Affirmative Action Program upon the request of the City.
- f. Public Law 90-284, which refers to the Fair Housing Act, which states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status and which requires that all programs and activities related to housing and community development be administered in a manner to affirmatively further the policies of the Fair Housing Act.
- g. Section 109 of Title I of the Housing and Community Development Act of 1974, which states that no person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development funds made available pursuant to this act.
- h. Section 504 of the Rehabilitation Act of 1973, as amended, which states that no otherwise qualified handicapped individual in the United States shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- i. Age Discrimination Act of 1975, as amended, which states that no persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- j. Section 3 of the Housing and Urban Development Act of 1968, which states the work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income persons within the unit of local government or the metropolitan area in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the same metropolitan area as the project.
- k. Conflict of interest regulations as contained in 24 CFR 570.611, which require, among other things, that except for approved eligible administrative or personnel costs, no person who is an employee, agent, consultant or officer of the County may obtain a personal or financial interest or benefit from the activity under this Agreement, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Upon written request of the County, the City may request the U.S. Department of Housing and Urban development to grant an exception to the foregoing requirement on a case-by-case basis in accordance with 24 CFR 570.611 (d).
- l. The County will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract the term ‘minority and women-owned business enterprises’ means businesses that are at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, minority group members are African-Americans, Spanish-speaking, Spanish surnamed or Spanish heritage Americans, Asian-Americans, and American Indians. The City may rely on written representations by the County regarding their status as a minority and female business enterprise in lieu of an independent investigation.
- m. The County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, and Safety Standards Act, the Copeland (Anti-Kickback) Act (40 U.S.C.276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The County shall maintain documentation that demonstrates compliance with hour and wage requirements of this section. Such documentation is to be made available to the City for review upon request.

The County agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight households, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements pertaining to such contracts

and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by the state or local law, nothing hereunder is intended to relieve the County of its obligation, if any, to require payment of the higher wage. The County shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph, for such contracts in excess of \$10,000.

- n. The County agrees that any construction or rehabilitation structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR Part 35, and in particular Sub-part (B) thereof.
- o. Equal Employment Opportunity. All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- p. Copeland "Anti-Kickback" Act (18 U.S.C. 276C). All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR Part 3 "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or In Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- q. Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.), as amended. Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- r. Debarment and Suspension (E.O. 12549 and 12689). No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

- s. The County agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j)
- t. The County agrees that no funds provided, nor personnel employed under this Agreement, will in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

8. Certification.

In accordance with 31 U.S.C. § 1352, the undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that agency shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 9. Termination. If budget adjustments by the Federal Government, affect the funds available to the City to carry out its housing rehabilitation loan and grant program, this Agreement is subject to amendment pursuant to Section 10 below; provided, however, if the Federal funding for this Agreement ceases entirely, this Agreement will automatically terminate,

except with regard to (i) any outstanding payments owed to contractors per Section 2.b.x above, and (ii) the indemnification obligations set forth in Section 11 below.

This Agreement may be terminated by the County or the City upon ninety (90) days' written notice.

Upon termination of this Agreement, the City shall pay to the County all amounts due, or previously due, to the County at the time of termination.

10. Amendments. If Federal or State regulations, laws, funding requirements or funding amounts (short of complete cessation of Federal funding) applicable to the subject of this Agreement are adopted or revised during the term of this Agreement, this Agreement will be deemed amended, as necessary, to assure conformance with such Federal and State requirements. Subject to the preceding sentence, modifications to this Agreement may only be effected by a written amendment signed by the parties.
11. Indemnification. The City agrees to indemnify and hold harmless the County and its officers and employees for the City's share of any and all claims, costs and liability, including attorneys fees, for any damage, injury or death of or to any person or the property of any person arising out of the willful misconduct or the sole or active negligent acts, errors or omissions of the City in the City's performance under this Agreement. The County agrees to indemnify and hold harmless the City and its officers and employees for the County's share of any and all claims, costs and liability, including attorneys fees, for any damage, injury or death of or to any person or the property of any person arising out of the willful misconduct or the negligent acts, errors or omissions of the County in the County's performance under this Agreement.
12. Third Parties. Nothing in this Agreement is intended, and may not be construed, to create rights inuring to the benefit of third parties.
13. Remedies. The sole remedy for violation of this Agreement is the specific performance of this Agreement. The County and City waive their respective rights to trial by jury of any claim or cause of action arising out of this Agreement. The County and City have no liability for damages to one another or to any person or entity resulting from any violation of this Agreement.
14. Notice. All correspondence regarding this Agreement, including invoices, payments, and notices, is to be delivered by deposit in the United States mail, postage prepaid, and directed to the following persons at the following addresses:

COUNTY:

John Kopchik, Interim Director
Contra Costa County
Department of Conservation & Development
30 Muir Road
Martinez, CA 94553

CITY:

Margot Ernst, Housing Analyst
City of Walnut Creek - CDD
1666 North Main Street
Walnut Creek, CA 94596

15. Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement may not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement. The Recitals are, and are to be enforceable as, a part of this Agreement.
16. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement will not be affected.
17. Authorizations Obtained. The person executing this Agreement on behalf of the City represents that he or she has the requisite legal authority to enter into this Agreement on behalf of the City and to bind the City to the terms of this Agreement. The person executing this Agreement on behalf of the County represents that he or she has the requisite legal authority to enter into this Agreement on behalf of the County and to bind the County to the terms of this Agreement.

[Remainder of Page Intentionally Blank]

18. Entire Agreement. This Agreement contains the entire agreement between the parties and all prior understandings or agreements, oral or written, regarding this matter are superseded.

CONTRA COSTA COUNTY

CITY OF WALNUT CREEK

By: _____
John Kopchik,
Interim Director, Department of
Conservation and Development

By: _____
Ken Nordhoff,
City Manager

APPROVED AS TO FORM:
Sharon L. Anderson, County Counsel

APPROVED AS TO FORM:

By: _____
Kathleen Andrus
Deputy County Counsel

By: _____
Name
Title



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Interagency Agreement # 29-525-10 with First 5 Contra Costa Children and Families Commission

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Interagency Agreement #29-525-10 with First 5 Contra Costa Children and Families Commission, to pay County an amount not to exceed \$315,450, to provide wraparound and other mental health services for children ages 0 to 5 years, for the period from July 1, 2014 through June 30, 2015.

FISCAL IMPACT:

Approval of this agreement will result in \$315,450 for FY 2014-2015 from First 5 Contra Costa Children and Families Commission (Proposition 10 – First Five funds) for wraparound and other mental health services for children. No County match is required.

BACKGROUND:

This Early Mental Health System of Care Program will serve children under six years of age, and their families, who have serious mental health and behavior problems that have caused, or threaten to cause, out-of-home placements, loss of day-care and school placements, and the need for special education or non-public school intervention.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Cynthia Belon
957-5201

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

By: , Deputy

cc: C Rucker, J Pigg

BACKGROUND: (CONT'D)

On September 17, 2013, the Board of Supervisors approved Interagency Agreement #29-525-9 with First 5 Contra Costa Children and Families Commission, for the period from July 1, 2013 through June 30, 2014, to pay County for the provision of wraparound and other mental health services for children ages 0 to 5 years.

Approval of Interagency Agreement #29-525-10 will allow County's Behavioral Health Services Division to continue to provide wraparound and other mental health services to children through June 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients, ages 0 – 5 at We Care Services for Children, Lynn Center, and Early Childhood Mental Health Program will not receive the wraparound treatment services that they need.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School" and "Families that are Safe, Stable, and Nurturing". Expected program outcomes include success in school, a decrease in behavior problems, and a reduction in the number of out-of-home placements.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: January 6, 2015

Subject: California Works Information Network (CalWIN) Project, HP Enterprise Services, LLC, Contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, as one of the eighteen (18) consortium member counties maintaining and operating the California Works Information Network (CalWIN) under the State Automated Welfare System (SAWS) project to execute a contract with HP Enterprise Services, LLC, in an amount not to exceed \$28,575,239, representative of 4.8% of the 18-County Consortium total contract amount of \$597,488,634 for the period February 1, 2015 through January 31, 2020.

FISCAL IMPACT:

Contra Costa County Employment and Human Services will claim 47.6% State and 47.6% Federal funding for the maintenance and operation of the CalWIN System against renewable annual allocation(s) paid through the CalWIN budget available from the State for the full term of the State Automated Welfare System project, County 4.8%.

BACKGROUND:

Contra Costa County Employment and Human Services Department (EHSD) is a member of the 18-county Welfare Client Data Systems (WCDS) Consortium using the automated California Works Information Network (CalWIN) system. The CalWIN system under the Statewide Automated Welfare

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Elaine Burres,
313-1717

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

System (SAWS) project is supported and maintained by HP Enterprise Services, LLC, (HP) and is the means by which EHSD provides benefits and services to CalWORKS, CalFRESH, and Med-Cal clients.

State and Federal funding is available to each of the Consortium member-counties through an agreement with the Health and Welfare Data Center, and is claimed by each county as CalWIN expenditure(s) reimbursement of funds. Contra Costa County pays 4.8% of the overall costs.

The agreement was primarily negotiated with HP by the WCDS Consortium Executive Director, the Consortium Director of Finance, and the Continuums' legal counsel. Because the agreement is between HP and eighteen (18) counties and required Federal approval, not every request for revision to the terms of the agreement could be honored. The Consortium Executive Director feels the agreement is an improvement on the existing HP maintenance agreement. The agreement delegates administration of the contract to the Consortium Executive Director. The EHSD Director sits on the board of the Consortium, and it is the understanding of staff that any material actions under the contract will be undertaken after the Executive Director consults the Consortium board of directors.

This board order to execute a contract with HP Enterprise Service, LLC, will allow support and maintenance of the system. All 18-county members of the Consortium enter into one joint agreement.

CONSEQUENCE OF NEGATIVE ACTION:

County would not participate in the State Automated Welfare System.

CHILDREN'S IMPACT STATEMENT:

The project supports all five community outcomes established in the Children's Report Card, 1) "Children Ready for and Succeeding in School"; 2) "Children and Youth Healthy and Preparing for Productive Adulthood"; 3) "Families that are Economically Self Sufficient"; 4) "Families that are Safe, Stable and Nurturing"; and, 5) "Communities that are Safe and Provide a High Quality of Life for Children and Families". An up-to-date and refines automation system will support and ensure accurate and timely payment of benefits and delivery of services to CalWIN system supported clients.



Contra
Costa
County

To: Board of Supervisors
From: Joseph E. Canciamilla, Clerk-Recorder
Date: January 6, 2015

Subject: Contract Extension for Hardware and Software Maintenance of Voting System

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Clerk-Recorder, or designee, to execute a contract amendment with Election Systems & Software, LLC (ES&S) in an amount not to exceed \$532,963 to a new payment limit of \$1,050,260 to continue providing hardware and software maintenance services and support, and extend the term from January 1, 2015 to December 31, 2016.

FISCAL IMPACT:

The cost of this extension was anticipated and the applicable portion is included in the Department's 2014-2015 budget. (100% General Fund)

BACKGROUND:

In accordance with the Federal Help America Vote Act (HAVA) of 2002, Contra Costa County is required to have a voting system in place that allows voters with physical and/or visual impairments to vote confidentially and unassisted. The Board of Supervisors approved the initial purchase, licensing, and support of the ES&S voting system on January 11, 2005. This extension provides for licensing, maintenance and support required to continue to use the voting system.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Scott Konopasek
335-7808

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Licensing is required to use the HAVA compliant voting system. Without it, the County would not be able to produce, print, and count ballots. Without maintenance and support, the voting system would not be maintained and would void equipment warranties.

CHILDREN'S IMPACT STATEMENT:

NA



Contra
Costa
County

To: Board of Supervisors
From: Jason Crapo, County Building Official
Date: January 6, 2015

Subject: Contract Amendment - Oakley Generating Station

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Department of Conservation and Development Interim Director, or designee, to execute a contract amendment with Contra Costa Generating Station, LLC, to temporarily reduce the monthly fee charged by the County from \$76,282.05 to reimbursement on a time and material basis not to exceed \$25,000 for the period January 1, 2015 to December 31, 2016 due to a delay in construction activity and commensurate reduction in building inspection services provided by the County during this period, with no change to the payment limit of \$3,150,000.

FISCAL IMPACT:

No fiscal impact. No activities have occurred on this project in over a year and no revenues were received by DCD in 2014. The applicant anticipates the project will remain on hold for the next 18-24 months. The proposed amendment would insure the County's actual costs are reimbursed on a time and material basis not to exceed \$25,000 and would resume the fixed monthly fee of \$76,282.05, in January of 2017.

BACKGROUND:

In March, 2011, DCD entered into a contract with Contra Costa Generating Station (CCGS), LLC, to provide building inspection services for the Oakley Generating Station. The Oakley Generating Station is a new 624-megawatt natural gas-fired power plant in eastern Contra Costa County regulated under the jurisdiction of the

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF
SUPERVISORS**

I hereby certify that this is 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 6, 2015

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

Contact:
925-674-7722

By: , Deputy

cc:

BACKGROUND: (CONT'D)

California Energy Commission (CEC). The CEC has delegated authority to the County to enforce building code regulations. DCD has been informed by CCGS that construction activity on the Oakley Generating Station will continue to be minimal during the period from January 1, 2015 to December 31, 2016 and therefore the building inspection services required from DCD will be minimal as well. The proposed contract amendment would adjust the payment provision of the contract to be consistent with the level of services DCD will provide to the project during the period covered by the amendment. The level of services required from DCD, and the fee DCD charges to CCGS, will increase if full construction activity on the project resumes.

CONSEQUENCE OF NEGATIVE ACTION:

If the proposed contract amendment is not approved, DCD will not be able to adjust fees for this project consistent with the level of service provided

CHILDREN'S IMPACT STATEMENT:

N/A

ATTACHMENTS

Agreement

**FIFTH AMENDMENT TO THE
AGREEMENT BETWEEN CONTRA COSTA COUNTY AND CONTRA COSTA
GENERATING STATION, LLC, FOR FEES, COMPLIANCE VERIFICATION AND
ENFORCEMENT AT OAKLEY GENERATING STATION PROJECT**

This Amendment ("Amendment") to the Agreement Between Contra Costa County and Contra Costa Generating Station LLC, for Fees, Compliance Verification and Enforcement at Oakley Generating Station Project dated March 21, 2011, as amended ("Agreement") is entered into effective January 1, 2015, between Contra Costa County, a political subdivision of the State of California ("County"), and Contra Costa Generating Station LLC, a Delaware limited liability company (Contra Costa Generating Station LLC is a wholly owned subsidiary of Radback Energy, Inc.) authorized to do business in California ("CCGS").

RECITALS

- A. Effective March 1, 2011, the County and CCGS entered into the Agreement, which concerns the planned development of a 624-megawatt, natural gas-fired, combined-cycle facility (the "Project") located at 5950 Bridgehead Road in Oakley (the "Power Plant Site").
- B. The California Energy Commission ("CEC") delegated compliance verification authority and its authority as Chief Building Official to the County through its Deputy Director of Conservation and Development, Building Inspection Division, pursuant to: Title 20 of the California Code of Regulations, section 1770; the Memorandum of Understanding between the CEC and the County for Design review, Plan Check and Construction Inspection of the Oakley Generating Station 09-AFC-4 (effective February 15, 2011).
- C. Under the Agreement and subsequent revisions (revisions 1-4), CCGS is required to pay the County a fee of \$3,150,000.00 for the services provided to the Project by the County as the CEC's delegate. CCGS and the County agreed that the fee was to be paid in successive monthly installments through May 31, 2017.
- D. CCGS reduced the scope of Project construction and its Project-related activities beginning January 1, 2012. This reduction in Project-related activities resulted in a corresponding reduction in the amount of County staff time and activities that have been necessary to verify compliance and act as the Chief Building Official on behalf of CEC.
- E. CCGS further reduced the scope of Project construction and its Project-related activities beginning July 1, 2012. This further reduction in Project-related activities resulted in a corresponding further reduction in the amount of County Staff time and activities that will be necessary to verify compliance and act as the Chief Building Official on behalf of CEC.
- F. CCGS has represented to the County that CCGS will maintain, from the effective date of this Amendment through December 31, 2016, a level of activity similar to the level of activity experienced since July 1, 2012.
- G. County and CCGS desire to amend the Agreement to (i) extend the term of the Agreement and the time for payment of the fee for an additional twenty-four (24) months, through May 31, 2019, and (iii) to increase the amount of hourly billing rates payable to the County, as specified in Attachment A.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Section 3.E of the Agreement is deleted in its entirety and replaced with the following:
 - E. During the period from January 1, 2015 through December 31, 2016, (the "Fifth Interim Period") the County will provide the Project with the services set forth in Interim Period Attachment A-1, which is attached hereto and made a part hereof by reference. If, during the Fifth Interim Period, County determines it is necessary to provide other services to the Project in addition to those listed in Interim Period Attachment A-1, County will provide those additional services, and CCGS will pay for those additional services as specified in Section 4.C. Beginning on January 1, 2017, and continuing for the remaining Term of this Agreement, the County will provide the full level of services described in this Section 3.
2. Section 3.F of the Agreement is deleted in its entirety and replaced with the following:
 - F. If, during the Fifth Interim Period, CCGS will increase its Project construction scope or the amount of Project-related activities that it will perform to pre-Interim Period levels, then CCGS will provide County 30-days' prior written notice. Upon receipt of that notice, County will provide the full level of services described in this Section 3.
3. Section 4 of the Agreement is deleted in its entirety and replaced with the following:
 4. Fees. CCGS acknowledges and agrees that the County is entitled to receive fees for the services provided to the Project by the County as the CEC's delegate. CCGS agrees to pay these fees directly to the County. The parties have agreed that the amount of the required fees shall be fixed provided that the Project reaches commercial operation on or before May 31, 2019, plus time and materials payments as described herein:
 - A. CCGS shall pay the County a fixed fee of \$3,125,000 provided in monthly installment payments, plus up to an additional \$25,000 as provided herein ("Fee"), for the services provided to the Project by the County as the CEC's delegate. CCGS and the County agree that the Fee is reasonable and is based upon the County's experience in providing these services for previous power plant projects.
 - B. For the period beginning on March 1, 2011, the effective date of the Agreement, and ending on June 30, 2012, CCGS paid ten (10) successive monthly installment payments of \$76,282.05 each and six (6) successive monthly installment payments of \$10,000.00 each. For the period beginning on July 1, 2012 and ending on June 30, 2013, CCGS paid twelve (12) successive monthly installment payments of \$5,000 each. For the period beginning on July 1, 2013 and ending on December 31, 2013, CCGS

paid six (6) successive monthly installment payments of \$5,000 each. For the period beginning on January 1, 2014 and ending on December 31, 2014, CCGS paid or will pay for all services the County provides to the Project on a time and materials basis, which shall be charged according to the hourly rates specified in the revised Attachment A, which is attached hereto and made a part hereof by reference. The remaining Fee will be payable in as follows:

1. For the Fifth Interim Period beginning on January 1, 2015 and ending on December 31, 2016, CCGS shall pay up to \$25,000 for all services that the County provides to the Project. CCGS shall be charged according to the hourly rates specified in Attachment A, which is attached hereto and made a part hereof by reference. Each payment shall be made within thirty (30) days of receipt of an invoice from the County.
 2. For the period beginning on January 1, 2017 and ending on May 31, 2019, CCGS shall pay twenty-eight (28) successive monthly installment payments of \$76,282.05, and one (1) final monthly payment of \$76,282.10 which will be billed at the same time as the first of the twenty-eight (28) successive monthly installment payments of \$76,282.05. Each payment shall be made within thirty (30) days of receipt of an invoice from the County. If the \$76,282.10 payment re-commences prior to January 1, 2017 pursuant to Section 4D below, the above contemplated 29 installment payments shall be reduced by the number of months that such payment is made in 2015 and 2016.
- C. If, during the Fifth Interim Period, CCGS notifies County pursuant to Section 3.E that it will increase the Project construction scope or the Project-related activities to pre-Interim Period levels, or if the County determines that Project-related activities have increased to pre-Interim Period levels, the monthly installment payments for the remainder of the Interim Period shall automatically be increased to \$76,282.05 per month.
- D. CCGS's obligation to make payments is not subject to conditions precedent.
- E. Subject to CCGS' right to terminate this Agreement pursuant to Section 11, CCGS agrees to pay the Fee in consideration of the County's services as delegate of the CEC so long as the terms of the MOU are in effect.
- F. The Fee may be increased if, after consulting with the CEC's

Compliance Project Manager assigned to the Project, the Deputy Director of Conservation and Development, Building Inspection Division, determines that the actual Project construction scope or activities have increased relative to the construction scope or activities contemplated in the CEC's Commission Decision issued on May 18, 2011. Any Fee increase shall be in proportion to increases in the Project construction costs resulting from the increase in the actual Project construction scope or activities.

- G. If the County determines that the Project is completed before April 30, 2019, CCGS shall not be required to pay any remaining monthly installment payments for the time between the date the County determines the Project to be completed and May 31, 2019.
- H. If Project construction continues after May 31, 2019, CCGS shall pay the County based on the hourly rates for County staff time spent working on the Project, as set forth in Attachment A. Fees paid pursuant to this paragraph shall be paid after May 31, 2019, and until the end of construction. For purposes of this Agreement "end of construction" occurs when commercial operation of the Project begins. CCGS shall pay fees pursuant to this paragraph within thirty (30) days of receipt of a monthly invoice from County.

- 4. Attachment A is deleted and replaced with Attachment A, attached hereto.
- 5. Attachment A-1 is deleted and replaced with Interim Period Attachment A-1, attached hereto.
- 6. In all other respects, the terms of the Agreement are ratified and confirmed.

CONTRA COSTA COUNTY

CONTRA COSTA GENERATING
STATION LLC

Jason Crapo
Deputy Director of Conservation and
Development, Building Inspection Division

Bryan Bertacchi
President, Radback Energy, Inc.

FORM APPROVED

Sharon L. Anderson, County Counsel

By Deputy


12/19/2014

ATTACHMENT "A"**OAKLEY GENERATING STATION - Hourly Billing Rates****Effective January 1, 2015 to December 31, 2016**

<u>PLAN CHECK</u>	<u>2015</u>	<u>2016</u>
Electrical Plan Check	\$193.00	\$201.00
Mechanical Plan Check	\$193.00	\$201.00
Plumbing Plan Check	\$193.00	\$201.00
Non Structural Plan Check	\$143.00	\$150.00
Engineering Plan Check	\$215.00	\$224.00
<u>INSPECTION SERVICES</u>		
Grading Inspection	\$154.00	\$161.00
Contruction Inspection	\$160.00	\$167.00
Inspection Supervisor	\$193.00	\$201.00
<u>Admin Support and Record Keeping</u>		
Field Admin Support	\$110.00	\$115.00
Recording Keeping	\$110.00	\$115.00

Contractor

County Dept.

Interim Period Attachment A-1
County Services to be provided to the Project between
January 1, 2015 and December 31, 2016

During the fifth interim period, the County may provide the following services to the Project:

- A. Design review and inspection of construction work to install construction power and the alternate feed for the Project.
- B. Design review of the Project's 230kV gen-tie line in accordance with the CEC's conditions of certification set forth in the Commission's Decision dated May 18, 2011.
- C. Design review and inspection of construction work to relocate the main water supply line providing water service to the Project site.
- D. Design review and inspection of construction work to connect to an existing sanitary sewer pipeline located in Main Street via a new 0.44-mile force-main in Bridgehead Road.
- E. Monitor compliance with the Storm Water Pollution Prevention Plan for the Project.
- F. Additional design review services that may be requested by CCGS during this period may be performed by the County on a time and materials basis.

Contractor

County Dept



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Approval of General Electric Healthcare Purchase Order

RECOMMENDATION(S):

Approve and Authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a change order to purchase order #F45739 with General Electric Healthcare to increase the amount payable by \$25,000 to a new total of \$174,000, to provide Radiopharmaceutical Distribution Services at Contra Costa Regional Medical Center, for the period from January 1, 2013 through December 31, 2014.

FISCAL IMPACT:

100% Funding is included in the Enterprise Fund I Budget.

BACKGROUND:

Radiopharmaceutical products are the required media in the performance of Nuclear Medicine exams/procedures. The products provided include Unit dose diagnostic and therapeutic nuclear medicine radioisotopes; Tc99 generators; Nuclear Medicine reference and flood source; pharmaceutical stress agents; cardiac isotopes. The products supplied through this agreement are necessary to the operation of the Nuclear Medicine section of the Diagnostic Imaging Department.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, the Nuclear Medicine service provided for the patients at CCRMC could no longer be performed.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, C Rucker, Crystal Grayson

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: January 6, 2015

Subject: Authorize Purchasing Agent to Issue Purchase Order

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent on behalf of the Employment and Human Services Department, Information Technology Unit, to execute a purchase order with Integrated Archive Systems, in the amount not to exceed \$107,922, to procure additional virtual server capacity, for the period December 16, 2014 through November 15, 2015.

FISCAL IMPACT:

\$107,922: 100% Administrative Overhead (10% County; 40% State; 40% Federal)

BACKGROUND:

Employment and Human Services Department (EHSD) needs additional virtual server capacity to continue our physical server to virtual server migration. Our existing infrastructure of virtual servers is quickly approaching the system's capacity. Adding this additional capacity will enable EHSD to continue to grow its virtual server environment. This environment will enable EHSD to bring additional technology to our staff. This would include Video / Voice conferencing, Instant Messaging, Virtual Desktops, etc. It is important as new technologies arrive on the market

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Earl Maciel
3-1648

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

the EHSD is prepared to leverage them, this additional capacity will allow us too.

In accordance with Administrative Bulletin No. 611.0, County Departments are required to get Board approval for single item purchases greater than \$100,000

CONSEQUENCE OF NEGATIVE ACTION:

EHSD server capacity will not be able to handle the EHSD's needs.

CHILDREN'S IMPACT STATEMENT:

None.

ATTACHMENTS

justification

performance bundle

Comp. Contact Form

supplemental app

Contra Costa County California
Employment & Human Services

Kathy Gallagher, Director

40 Douglas Dr., Martinez, CA 94553 ★ Phone: (925) 313-1579 ★ Fax: (925) 313-1575

★ www.cccounty.us/ehsd.

MEMORANDUM

To: Contracts **DATE:** November 12, 2014
FROM: Michael Roark, IS Manager I **Cc:**
SUBJECT: Justification for Virtual Server Farm

EHSD needs additional virtual server capacity to continue our physical server to virtual server migration. Our existing infrastructure of virtual servers is quickly approaching the system's capacity. Adding this additional capacity will enable EHSD to continue to grow its virtual server environment. This environment will enable EHSD to bring additional technology to our staff. This would include Video / Voice conferencing, Instant Messaging, Virtual Desktops, etc. It is important as new technologies arrive on the market the EHSD is prepared to leverage them, this additional capacity will allow us too.



INTEGRATED ARCHIVE SYSTEMS

1121 N. San Antonio Road, D-100, Palo Alto, CA 94303
Telephone: 650-390-9995; Fax: 650-390-9997; www.iarchive.com
IAS is a Woman-Owned Business Enterprise (WBE)

Proposal to:

COMPANY: Contra Costa County

CONTACT: Ed Woo

PHONE: 925-383-2688

EMAIL: Ed.Woo@doit.cccounty.us

DATE: 11/6/2014

QUOTE EXPIRES: 12/6/2014

Project: UCS SP8 Performance Bundle

QUOTE #:

Contra Costa County-141106-1-UCS SP8
Performance Bundle

IAS REP: **Cliff Raynes**

EMAIL: cliff@iarchive.com

PHONE: 650-528-4343

INSIDE REP: LORI STENN

PHONE: 650-528-4693

EMAIL: loris@iarchive.com

TEAM FAX: 650-681-8248

TEAM EMAIL: raynesteam@iarchive.com

ITEM	QTY	DESCRIPTION	DISC PRICE	EXTENDED DISC PRICE
UCS SP8 Performance Bundle				
1	1	UCS SP8 B200M4 PERF 2x6296 1xCH 4x8B200w/2xE52683v3 256GB	\$ -	\$ -
2	1	(Not Sold Standalone) UCS SP BASE 5108 Blade Svr AC2 Chassis	\$ 6,989.29	\$ 6,989.29
3	4	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	\$ -	\$ -
4	1	Accessory kit for UCS 5108 Blade Server Chassis	\$ -	\$ -
5	8	Fan module for UCS 5108	\$ -	\$ -
6	1	Single phase AC power module for UCS 5108	\$ -	\$ -
7	2	UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports)	\$ -	\$ -
8	1	UCS 5108 Packaging for chassis with half width blades.	\$ -	\$ -
9	4	2500W Platinum AC Hot Plug Power Supply - DV	\$ -	\$ -
10	4	Blade slot blanking panel for UCS 5108/single slot	\$ -	\$ -
11	1	UCS Blade Server Chassis FW Package 2.2	\$ -	\$ -
12	4	(Not sold Standalone)B200M4 w/2xE52683 v3,8x32GB 2133MHz	\$ 13,988.24	\$ 55,952.94
13	8	2.00 GHz E5-2683 v3/120W 14C/35MB Cache/DDR4 2133MHz	\$ -	\$ -
14	32	32GB DDR4-2133-MHz LRDIMM/PC4-17000/quad rank/x4/1.2v	\$ -	\$ -
15	4	Cisco UCS VIC 1340 modular LOM for blade servers	\$ -	\$ -
16	4	Cisco FlexStorage 12G SAS RAID controller with Drive bays	\$ -	\$ -
17	8	FlexStorage blanking panels w/o controller, w/o drive bays	\$ -	\$ -
18	4	CPU Heat Sink for UCS B200 M4 Socket 2 (Rear)	\$ -	\$ -
19	4	CPU Heat Sink for UCS B200 M4 Socket 1 (Front)	\$ -	\$ -
20	4	Cisco UCS Director Res Lic - One Phy Serv,Stor,Net,Oth Node	\$ -	\$ -
21	2	(Not sold standalone) UCS 6296UP 2RU Fabric Int w/18p LIC	\$ 7,282.56	\$ 14,565.13
22	4	UCS 6296UP Power Supply/100-240VAC	\$ -	\$ -
23	4	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	\$ -	\$ -
24	16	10GBASE-SR SFP Module	\$ -	\$ -
25	16	10GBASE-CU SFP+ Cable 3 Meter	\$ -	\$ -
26	16	8 Gbps Fibre Channel SW SFP+, LC	\$ -	\$ -
27	2	UCS Manager v2.1	\$ -	\$ -
28	2	UCS 6296UP Chassis Accessory Kit	\$ -	\$ -
29	6	UCS 6200 Series Expansion Module Blank	\$ -	\$ -
30	8	UCS 6296UP Fan Module	\$ -	\$ -
31	1	UCS SP8 B200M4 PERF w/2xE52683v3 8x32GB 2133MHz VIC1340	\$ 12,841.18	\$ 12,841.18
32	2	2.00 GHz E5-2683 v3/120W 14C/35MB Cache/DDR4 2133MHz	\$ -	\$ -
33	8	32GB DDR4-2133-MHz LRDIMM/PC4-17000/quad rank/x4/1.2v	\$ -	\$ -
34	1	Cisco FlexStorage 12G SAS RAID controller with Drive bays	\$ -	\$ -
35	1	Cisco UCS VIC 1340 modular LOM for blade servers	\$ -	\$ -
36	2	FlexStorage blanking panels w/o controller w/o drive bays	\$ -	\$ -
37	1	CPU Heat Sink for UCS B200 M4 Socket 1 (Front)	\$ -	\$ -
38	1	CPU Heat Sink for UCS B200 M4 Socket 2 (Rear)	\$ -	\$ -
39	1	Cisco UCS Director Res Lic - One Phy Serv,Stor,Net,Oth Node	\$ -	\$ -
40	5	UCS SP8 120 GB SATA SSD 2Pk	\$ -	\$ -
41	10	(Not sold Standalone)120 GB SATA SSD	\$ 250.29	\$ 2,502.94
Support				
42	1	ONSITE24X7X4 UCS SP BASE 5108 Blade Svr AC2 Chassis	\$ 260.00	\$ 260.00
43	4	ONSITE 24X7X4 UCS SP8 B200M4 PRFRM w/2xE5-2683 V3	\$ 368.00	\$ 1,472.00
44	2	ONSITE24X7X4 UCS 6296UP 2RU Fabric Int w/18p LIC	\$ 1,928.00	\$ 3,856.00
45	1	ONSITE 24X7X4 UCS SP8 B200 M4 PRFRM EXPN PACK	\$ 368.00	\$ 368.00
Sub-total			\$	\$ 98,807.48
Tax			\$	\$ 8,398.64
Shipping			\$	\$ 715.40
Project Total			\$	\$ 107,921.52

NOTES:

- 1 Professional Services Not Included
- 2 Pricing Pending Final Cisco Management Approval

STANDARD TERMS AND CONDITIONS:

- 1.0 Product Returns -
 - 1.1 An approved IAS' Return Material Authorization (RMA) # must be obtained prior to return.
 - 1.2 All returned products must be factory sealed and returned within 30 days after receipt unless otherwise stated.
 - 1.3 Cancelled or returned products are subject to a 25% restocking fee.
- 2.0 Shipping charges, taxes, and special consulting/integration charges are not included unless stated above.
- 3.0 Terms are net 30 days unless stated otherwise.
- 4.0 For Refurbished equipment, availability is first come, first served. Orders may be non-cancelable and non-returnable unless mutually deemed defective.
- 5.0 Trade-In Allowances: If the proposed pricing includes discount allowances for equipment to be traded-in, in the event the Customer does not return the trade-in equipment per the return authorization instructions within 30 days of shipment of the new equipment, then IAS may invoice the Customer for the incremental amount, unless a written extension has been approved by an authorized representative of the Manufacturer and IAS.
- 6.0 All software sales are final.

**CONTRA COSTA COUNTY
MANDATORY COMPUTER CONTRACT TRANSMITTAL FORM**

Per Administrative Bulletin No. 616 (Acquisition of Computer Hardware, Software and Computer-Related Services), this contract transmittal form must be completed and accompany a request to purchase certain computer hardware, software or computer-related services.¹

Department: EHSD Date: 11/7/2014

Authorized Requestor: Michael Roark Telephone: 7-3005

Authorized Requestor Signature: _____

1. Briefly describe the software/hardware/services, the purpose they will serve, and what business advantage will be gained by entering into the contract.
 - a. EHSD needs additional virtual server capacity to continue our physical server to virtual server migration. Our existing infrastructure of virtual servers is quickly approaching the system's capacity. Adding this additional capacity will enable EHSD to continue to grow its virtual server environment. This environment will enable EHSD to bring additional technology to our staff. This would include Video / Voice conferencing, Instant Messaging, Virtual Desktops.. ect. It is important as new technologies arrive on the market the EHSD is prepared to leverage them, this additional capacity will allow us too.
2. What is the anticipated term of the contract, including desired renewal terms?
 - a. The hardware will be purchased with maintenance renewed yearly.
3. Provide the contract payment limit and a description of the fees over the contract term, including a breakdown of all first-year fees (e.g., license fees, professional services, implementation fees, customization fees, hardware):
 - a. Hardware purchased is 92,851.48, Maintenance is \$5,956, Tax is 8,398.64 Shipping is 715.40 for a total of 107,921.52.
4. What type/types of agreements (software license, professional services, data hosting, hardware support, software support and maintenance) will document the acquisition?
 - a. A one year onsite 24x7x4 hardware support package is included.
5. Will the software be used by the public? If yes, describe the interface.
 - a. No: ☒ Yes: ☐ If Yes, explain interface: [Click here to enter text.](#)
6. Where will the services be performed?
 - a. Hardware and maintenance agreement only no services performed.
7. Is the vendor located offshore? No: ☒ Yes: ☐
8. Will the vendor use offshore partners or affiliates? No: ☒ Yes: ☐

¹ See Section IX of Administrative Bulletin 616.

9. Will the vendor be providing hosting services?: No: ☒ Yes: ☐

10. Identify any unique issues; i.e., security, business risks, regulatory issues, labor issues.

- a. No unique issues exist, there are no regulatory or labor issues, and the vendor conducts businesses across the country, including governmental facilities.

SUPPLEMENTAL APPROVAL FORM FOR ITEMS OVER \$25,000

(If over \$100,000- Board of Supervisors Approval needed)

Department: EHSD

Date: 11/12/2014

Authorized Requestor: Michael Roark
Address: 300 Ellinwood Way

Phone: 7-3005
Email: mroark@ehsd.cccounty.us

Authorized Requestor Signature: *Signed by David Eisenlohr.*

1. P.O. Requisition No: [Click here to enter text.](#)

2. Item. Development Servers

3. ☐ Single Item ☒ Multiple Like Items ☐ Integrated System

4. How does this purchase meet the Departments operational needs? This enables EHSD to consolidate and replace our aged servers into servers using Virtualization technologies, thereby simplifying our infrastructure, reducing on-going support costs and associated resource requirements. This project is a joint effort between DoIT and EHSD.

5. Estimated cost: \$107,921.52

6. Funding Source: 45% State, 45% Federal, 10% County Funds

7. Chief Information Officer Approval (Needed for acquisition of computer hardware, services, software)
Computer Hardware, Services, and Software meet minimum use guidelines.

Signature: *Ed Uov* Date: 11/12/14

8. County Administrator Approval

Signature: *David Eisenlohr* Date: 11/13/14

9. Please return approval to Authorized Requestor as noted at top.



**Contra
Costa
County**

To: Board of Supervisors
From: Philip F. Kader, County Probation Officer
Date: January 6, 2015

Subject: Contract with Behavioral Interventions (B.I.) Incorporated

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute a contract with Behavioral Interventions (B.I.), Incorporated in the amount of \$350,000 to provide electronic monitoring equipment for the period February 1, 2015 through January 31, 2017.

FISCAL IMPACT:

Funding for electronic monitoring services is included in the Probation Department's annual budget and partially offset by participant fees.

BACKGROUND:

In January 2012 the Purchasing Division of the General Services Department completed a bid process for electronic monitoring equipment on behalf of the Probation Department. The recommended vendor to provide the best combination of price, service and equipment was Behavioral Interventions (B.I.) , Incorporated. The Probation Department has been pleased with the service provided by B.I. and would like to renew the contract for a two year period.

CONSEQUENCE OF NEGATIVE ACTION:

The Probation Department will not have an active contract with a vendor for the electronic monitoring of certain probationers.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Danielle Fokkema,
925-313-4195

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Philip F. Kader, County Probation Officer
Date: January 6, 2015

Subject: Purchase order with Compucom Systems, Inc. for the purchase of Microsoft Licenses

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Probation Officer, a purchase order with CompuCom Systems, Inc. in an amount not to exceed \$138,489 for software application licensing for the period February 1, 2015 through January 31, 2018.

FISCAL IMPACT:

\$138,489 Total, \$46,163 annually; 100% General Fund.

BACKGROUND:

This agreement with CompuCom, Systems, Inc. allows the Probation Department to be in licensing compliance for its servers, computers, tablets and cell phones for Microsoft products that are essential for its day-to-day operations. The agreement provides for an annual verification of the total number of users and licenses used/needed at the end of each year (a true-up) to adjust for any additions or deletions to the original number of licenses purchased. In accordance with Administrative Bulletin No 611.0, County Departments are required to get Board approval for single item purchases over \$100,000.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Danielle Fokkema,
925-313-4195

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to secure Board approval will jeopardize Probation's ability to secure Microsoft licenses that are legally required to be able to use Microsoft software in Probation's daily business operations.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors

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

Date: January 6, 2015

Subject: Adopt Resolution of Acceptance and Notice of Completion for the Improvements to Tamalpais Unit, 202 Glacier Drive, Martinez (WH194B)

RECOMMENDATION(S):

ADOPT Resolution No. 2015/11 accepting as complete the construction contract work performed by Vila Construction Co., for Improvements to Tamalpais Unit at Old Juvenile Hall, 202 Glacier Drive, Martinez, for the Probation 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. 2015/11 and the attached Notice of Completion no later than fifteen (15) 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 contract.

BACKGROUND:

The remodeled Tamalpais Unit of the Juvenile Hall will provide for an increase in capacity of the Youthful Offender Treatment Program ("YOTP") that has

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Ramesh Kanzaria, (925)
313-2000

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

By: , Deputy

cc: PW Accounting, PW CPM Interim Division Manager, PW CPM Clerical, Auditor's Office, County Counsel's Office, County Administrator's Office, County Administrator's Office

BACKGROUND: (CONT'D)

a current capacity of 30 beds and is housed on the Cypress Unit of the Juvenile Hall. The Tamalpais Unit was not upgraded at the time the new facility was constructed. By upgrading the Tamalpais Unit, the YOTP would be able to expand services offered to residents of the facility by providing vocational training in addition to regular high school classes offered by the Office of Education. The YOTP was opened on October 1, 2008 and has been at capacity with a waiting list since soon after it opened. The Cypress/YOTP Unit is currently at capacity with a waiting list of 8. This delays commitments from entering the program and thus delays their opportunity to complete the program resulting in longer, costlier stays in detention. The opportunity to offer additional vocational training will provide much needed services for residents of the program, better preparing them to return to their communities. It will also afford the Probation Department the opportunity to apply for grants related to programs that offer vocational programming such as a recent Second Chance Technology Grant.

On May 13, 2014, the County entered into a construction contract with Vila Construction Co. for the subject project. The above contract has been completed in accordance with the approved plans and specifications. It is recommended that the work covered by the contract be accepted by adopting a Resolution of Acceptance and Notice of Completion (Resolution 2015/11). The project acceptance includes a withhold amount of \$7,500 to ensure the completion of the project closeout items.

CONSEQUENCE OF NEGATIVE ACTION:

Accepting a contract as complete is standard procedure and allows for proper closeout of the contract. If the above contract is not accepted as complete, the period for filing stop payment notices and bond claims may be extended.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Resolution No. 2015/11

Notice of Completion

Withhold Summary

Recorded at the request of: Clerk of the Board of Supervisors

Return To: Capital Projects Management

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

Adopted this Resolution on 01/06/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2015/11

IN THE MATTER OF: Accepting and Giving Notice of Completion of construction contract with Vila Construction Co., for the Improvements to Tamalpais Unit at Old Juvenile Hall, 202 Glacier Drive, Martinez, for the Probation Department, Authorization No. 0928-WH194B.

WHEREAS, on May 13, 2014, the County (Owner) contracted with Vila Construction Co. (General Contractor) with Liberty Mutual Insurance Company as surety, for work to be performed on County property located at 202 Glacier Drive, Martinez, and

WHEREAS, the Director of Public Works reports that the contract work for the Improvements to the Tamalpais Unit at Old Juvenile Hall project has been inspected and complies with the approved plans and specifications, and recommends its acceptance as completed as of December 17, 2014.

NOW, THEREFORE, BE IT RESOLVED that:

1. The contract work for the Improvements to Tamalpais Unit at Old Juvenile Hall, 202 Glacier Drive, Martinez, for the Probation Department is accepted as recommended above; and
2. Within fifteen (15) days after adoption of this Resolution, the Clerk of the Board shall file with the County Recorder a certified copy of this Resolution and the attached Notice of Completion.

Contact: Ramesh Kanzaria, (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 6, 2015

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

By: , Deputy

cc: PW Accounting, PW CPM Interim Division Manager, PW CPM Clerical, Auditor's Office, County Counsel's Office, County Administrator's Office, County Administrator's Office

Recorded at the request of:

Contra Costa County Public Works Dept.
Capital Projects Management Div.

When recorded, return to:

Contra Costa County Public Works Dept.
Capital Projects Management Div.
255 Glacier Drive
Martinez, CA 94553

NOTICE OF COMPLETION

(Civil Code Section 9204)

NOTICE IS GIVEN of completion of the following public work of improvement:

- (1) Project name: Improvements to Tamalpais Unit at Old Juvenile Hall, 202 Glacier Drive, Martinez, for Probation Department
- (2) Date of completion: December 17, 2014
- (3) Name and address of Owner: Contra Costa County, c/o Contra Costa County Public Works Department, Capital Projects Management Division, 255 Glacier Drive, Martinez, CA 94553
- (4) Name and address of Direct Contractor: Vila Construction Co., 590 South 33rd Street, Richmond, CA 94804
- (5) Name and address of Construction Lender: None
- (6) Description of site: Old Juvenile Hall, 202 Glacier Drive, Martinez, CA

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the agent of the Owner named above, that I have read this Notice, that I know and understand the contents, and that the facts stated in the Notice are true and correct.

Dated: January 6, 2015.

Ramesh Kanzaria
Contra Costa County Public Works Dept.
Capital Projects Management Div.

WITHHOLD SUMMARY

IMPROVEMENTS TO TAMALPAIS UNIT
AT OLD JUVENILE HALL, 202 GLACIER DRIVE, MARTINEZ
FOR PROBATION DEPARTMENT (WH194B)

Date: December 16, 2014

File: 250-1309/C.1.1

<u>Description</u>	<u>Withhold Amount</u>
1. Project Closeout Documentation, "As-Built", Operations and Maintenance Manuals, and Guarantee Forms, etc.	\$7,500.00
2. Submit Verification of Performance forms (Division E, Section I, first paragraph, pages E-10 and E-19) for the project.	*
3. Submit Statement to Accompany Final Payment (Division F, Section 27 and page F-23) for the project.	*
TOTAL WITHHOLD AMOUNT	<u>\$7,500.00</u>

* County will not authorize release of retention until these items are completed.



**Contra
Costa
County**

To: Board of Supervisors

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

Date: January 6, 2015

Subject: Adopt Resolution of Acceptance and Notice of Completion for the Boiler Replacement at 651 Pine Street, Martinez (WH195D)

RECOMMENDATION(S):

ADOPT Resolution No. 2015/10 accepting as complete the construction contract work performed by Sea Pac Engineering, Inc., for the Boiler Replacement at 651 Pine Street, Martinez, 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. 2015/10 and the attached Notice of Completion no later than fifteen (15) 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 contract.

BACKGROUND:

Existing boilers were not in compliance with current regulations for allowable emissions and were at life-cycle depletion and required replacement to maintain reliable heating for the facility, as identified in the Facilities Life-Cycle Investment Program report.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Ramesh Kanzaria, (925)
313-2000

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

By: , Deputy

cc: PW Accounting, PW CPM Interim Division Manager, PW CPM Clerical, Auditor's Office, County Counsel's Office, County Administrator's Office, County Administrator's Office

BACKGROUND: (CONT'D)

The project scope included removing and disposing of the existing hot water boiler as well as two domestic hot water holding tanks and installing two energy efficient water boilers that were staged to provide hot water for the building heating system plus the installation of a 100-gallon gas fired hot water heater to provide domestic hot water service to the building.

On March 11, 2014, the County entered into a construction contract with Sea Pac Engineering, Inc., for the subject project. The above contract has been completed in accordance with the approved plans and specifications. It is recommended that the work covered by the contract be accepted by adopting a Resolution of Acceptance and Notice of Completion (Resolution No. 2015/10). The project acceptance includes a withhold amount of \$7,500 to ensure the completion of project closeout items.

CONSEQUENCE OF NEGATIVE ACTION:

Accepting a contract as complete is standard procedure and allows for proper closeout of the contract. If the above contract is not accepted as complete, the period for filing stop payment notices and bond claims may be extended.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Resolution No. 2015/10

Notice of Completion

Withhold Summary

Recorded at the request of: Clerk of the Board of Supervisors

Return To: Capital Projects Management

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

Adopted this Resolution on 01/06/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2015/10

IN THE MATTER OF: Accepting and Giving Notice of Completion of construction contract with Sea Pac Engineering, Inc., for the Boiler Replacement at 651 Pine Street, Martinez, Authorization No. 0928-WH195D.

WHEREAS, on March 11, 2014, the County (Owner) contracted with Sea Pac Engineering, Inc. (General Contractor) with The Ohio Casualty Insurance Company as surety, for work to be performed on County property located at 651 Pine Street, Martinez, and

WHEREAS, the Director of Public Works reports that the contract work for the Boiler Replacement project has been inspected and complies with the approved plans and specifications, and recommends its acceptance as completed as of December 17, 2014.

NOW, THEREFORE, BE IT RESOLVED that:

1. The contract work for the Boiler Replacement at 651 Pine Street, Martinez, is accepted as recommended above; and
2. Within fifteen (15) days after adoption of this Resolution, the Clerk of the Board shall file with the County Recorder a certified copy of this Resolution and the attached Notice of Completion.

Contact: Ramesh Kanzaria, (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 6, 2015

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

By: , Deputy

cc: PW Accounting, PW CPM Interim Division Manager, PW CPM Clerical, Auditor's Office, County Counsel's Office, County Administrator's Office, County Administrator's Office

Recorded at the request of:

Contra Costa County Public Works Dept.
Capital Projects Management Div.

When recorded, return to:

Contra Costa County Public Works Dept.
Capital Projects Management Div.
255 Glacier Drive
Martinez, CA 94553

NOTICE OF COMPLETION

(Civil Code Section 9204)

NOTICE IS GIVEN of completion of the following public work of improvement:

- (1) Project name: Boiler Replacement at 651 Pine Street, Martinez
- (2) Date of completion: December 17, 2014
- (3) Name and address of Owner: Contra Costa County, c/o Contra Costa County Public Works Department, Capital Projects Management Division, 255 Glacier Drive, Martinez, CA 94553
- (4) Name and address of Direct Contractor: Sea Pac Engineering, Inc., 3325 Wilshire Boulevard, Suite #305, Los Angeles, CA 90010
- (5) Name and address of Construction Lender: None
- (6) Description of site: County Administration Building, 651 Pine Street, Martinez, CA

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the agent of the Owner named above, that I have read this Notice, that I know and understand the contents, and that the facts stated in the Notice are true and correct.

Dated: January 6, 2015.

Ramesh Kanzaria
Contra Costa County Public Works Dept.
Capital Projects Management Div.

WITHHOLD SUMMARY**BOILER REPLACEMENT**

651 PINE STREET, MARTINEZ (WH195D)

Date: December 16, 2014

File: 250-1307/C.1.1

<u>Description</u>	<u>Withhold Amount</u>
1. Punch list items including controls.	\$4,000.00
2. Project Closeout Documentation, "As-Built", Operations and Maintenance Manuals, and Guarantee Forms, etc.	\$3,500.00
3. Submit Verification of Performance forms (Division E, Section I, first paragraph, pages E-10 and E-19) for the project.	*
4. Submit Statement to Accompany Final Payment (Division F, Section 27 and page F-23) for the project.	*
TOTAL WITHHOLD AMOUNT	<u>\$7,500.00</u>

* County will not authorize release of retention until these items are completed.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #27-896-1 with Abid Majid, M.D. (dba Serramonte Pulmonary Asthma Sleep Clinic Inc.)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-896-1 with Abid Majid, M.D. (dba Serramonte Pulmonary Asthma Sleep Clinic Inc.), a corporation, in an amount not to exceed \$220,000, to provide pulmonary services for the period from December 1, 2014 through November 30, 2016.

FISCAL IMPACT:

This Contract is funded 100% by Contra Costa Health Plan Enterprise Funds III. (No rate increase)

BACKGROUND:

The Health Plan has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. In January 2013, the County Administrator approved and Purchasing Services Manager executed Contract #27-896, with Abid Majid, M.D. (Dbas Serramonte Pulmonary Asthma Sleep Clinic Inc.) for the period from December 1, 2012 through November 30, 2014, for the provision of pulmonary services for Contra Costa Health Plan members.

Approval of Contract Amendment Agreement #27-896-1 will allow the Contractor to continue to provide pulmonary services through November 30, 2016.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patricia Tanquary
313-6004

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

By: , Deputy

cc: C Rucker, A Floyd

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized professional health care services for its members under the terms of their Individual and Group Health plan membership contracts with the County will not be provided.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #27-159-9 with Abbas Mahdavi, M.D., Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or designee, to execute, on behalf of the County, Contract #27-159-9 with Abbas Mahdavi, M.D., Inc., a corporation, in an amount not to exceed \$500,000, to provide pediatric primary care services for the period from December 1, 2014 through November 30, 2016.

FISCAL IMPACT:

This Contract is funded 100% by Contra Costa Health Plan Enterprise Funds III. (No rate increase)

BACKGROUND:

The Health Plan has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. On December 11, 2012, the Board of Supervisors approved Contract #27-159-8 with Abbas Mahdavi, M.D., Inc. for the provision of professional pediatric primary care services, for the period from December 1, 2012 through November 30, 2014.

Approval of Contract #27-159-9 will allow Contractor to continue providing pediatric primary care services through November 30, 2016.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patricia Tanquary
313-6004

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

By: , Deputy

cc: A Floyd, C Rucker

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP members and county recipients would not have access to Contractor's services, which may result in a reduction in the overall levels of service to the community

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #27-594-6 with Steven A. Harrison, M.D., A Professional Corporation

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or designee, to execute, on behalf of the County, Contract #27-594-6 with Steven A. Harrison, M.D., a professional corporation, in an amount not to exceed 475,000, to provide ophthalmology services for the period from December 1, 2014 through November 30, 2016.

FISCAL IMPACT:

This Contract is funded 100% by Contra Costa Health Plan Enterprise Funds III. (No rate increase)

BACKGROUND:

The Health Plan has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. On December 11, 2012, the Board of Supervisors approved Contract #27-594-5 with Steven Harrison, M.D., for the period from December 1, 2012 through November 30, 2014, to provide professional ophthalmology services to Contra Costa Health Plan members.

Approval of Contract #27-594-6 will allow the Contractor to continue to provide ophthalmology services through November 30, 2016.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patricia Tanquary
313 6004

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

By: , Deputy

cc: A Floyd, C Rucker

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #26-692-6 with Applied Remedial Services Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-692-6 with Applied Remedial Services, Inc., a corporation, in an amount not to exceed \$290,000, for removal and disposal of hazardous waste materials at the Contra Costa Regional Medical Center and Health Centers, for the period from January 1, 2015 through December 31, 2015.

FISCAL IMPACT:

This contract is 100% funded in the Enterprise I Fund. (No rate increase).

BACKGROUND:

On January 14, 2014, the Board of Supervisors approved Contract #26-692-4 (as amended by Amendment Agreement #26-692-5) with Applied Remedial Services, Inc., for the period from January 1, 2014 through December 31, 2014, for the provision of removal and disposal of hazardous waste and chemicals for the Contra Costa Regional Medical Center and Contra Costa Health Centers.

Approval of Contract Amendment Agreement #26-692-6 will allow the Contractor to continue to provide

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, C Rucker

BACKGROUND: (CONT'D)

removal and disposal of hazardous waste and chemicals in order to meet state and federal compliance, through December 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

This service is mandatory to comply with State and Federal Regulations. If this contract is not approved, Contra Costa Regional Medical Center and Contra Costa Health Centers will not receive adequate services and the services rendered under this Contract will be provided by multiple companies.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #25-063-9 with Greater Richmond Inter-Faith Program

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #25-063-9 with Greater Richmond Inter-Faith Program, a non-profit corporation, in an amount not to exceed \$1,188,191, to provide emergency shelter program services for youth, for the period from October 1, 2014 through September 30, 2015.

FISCAL IMPACT:

This Contract is funded 32% by Federal funding, including Department of Health and Human Services (DHHS), 48% by State Mental Health Services Act (MHSA), 16% by Contra Costa Employment and Human Services Department (EHSD) and 4% net County cost. (Rate decrease)

BACKGROUND:

This Contract meets the social needs of County's population by providing homeless service programs for homeless youth at County's Emergency Shelter in Richmond and a Transitional Housing Program in El Sobrante.

On October 22, 2013, the Board

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Cynthia Belon
957-5201

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

By: , Deputy

cc: J PIGG, C RUCKER

BACKGROUND: (CONT'D)

of Supervisors approved Contract #25-063-8 with Greater Richmond Inter-Faith Program, for the period from October 1, 2013 through September 30, 2014, for the provision of emergency shelter program services for youth.

Approval of Contract #25-063-9 will allow the Contractor to continue providing services through September 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contractor will not operate County's Emergency Shelter in Richmond and Transitional Housing Program in El Sobrante.

CHILDREN'S IMPACT STATEMENT:

This Homeless Services Program supports the Board of Supervisor's "Communities that are Safe and Provide a High Quality of Life for Children and Families" community outcome by providing temporary shelter and services to homeless youth to stabilize their situation



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #27-704-4 with Diablo Dialysis Access Center, A California Professional Medical Corporation

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-704-4 with Diablo Dialysis Access Center, A California Professional Medical Corporation, a corporation, in an amount not to exceed \$450,000, to provide dialysis access services for the period from December 1, 2014 through November 30, 2016.

FISCAL IMPACT:

This Contract is funded 100% by Contra Costa Health Plan Enterprise Fund III. (No rate increase)

BACKGROUND:

The Health Plan has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. On December 11, 2012, the Board of Supervisors approved Contract #27-704-3 with Diablo Dialysis Access Center, A California Professional Medical Corporation, for the provision of dialysis access services, for the period from December 1, 2012 through November 30, 2014.

Approval of Contract #27-704-4 will allow Contractor to continue providing dialysis access services through November 30, 2016.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patricia Tanquary
313-6004

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

By: , Deputy

cc: A Floyd, C Rucker

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #23-478-7 with Santa Rosa Consulting, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-478-7 with Santa Rosa Consulting, Inc., a corporation, in an amount not to exceed \$1,500,000, to provide consultation and technical assistance to the Department's Information Systems Unit for the period from September 1, 2014 through June 30, 2015.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise Fund I. (Rate increase)

BACKGROUND:

On October 23, 2012, the Board of Supervisors approved Contract #23-478-3 (as amended by Amendment/Extension Agreements #23-478-4 and Amendment Agreements #23-478-5 and #23-478-6) with Santa Rosa Consulting, Inc., for the period from September 1, 2012 through August 31, 2014, for the provision of professional consulting, technical support, training, and project management to the Department's Information Systems

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patrick Godley
957-5410

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

By: , Deputy

cc: D Morgan, C Rucker

BACKGROUND: (CONT'D)

unit.

Approval of Contract #23-478-7 will allow Contractor to continue to providing consultation and technical assistance to Health Services Information Systems through June 30, 2015. This contract contains modifications to County's standard General Conditions.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County will not obtain Contractor's specialized expertise in dealing with Information Systems at Contra Costa Regional Medical Center and Health Centers.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Amendment #74-271-50(7) with Marjory Giustino, MFT

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #74-271-50(7) with Marjory Giustino, MFT, a self-employed individual, effective November 1, 2014, to amend Contract #74-271-50(6), to make technical adjustments to the rate sheet, to increase the payment limit by \$10,000, from \$110,000 to a new payment limit of \$120,000, with no change in the original term of July 1, 2013 through June 30, 2015.

FISCAL IMPACT:

This amendment is funded 50% by Federal Medi-Cal and 50% State General Fund. (Rate increase)

BACKGROUND:

On August 13, 2013, the Board of Supervisors approved, Contract #74-271-50(6) with Marjory Giustino, MFT for the provision of Medi-Cal specialty mental health services, for the period from July 1, 2013 through June 30, 2015.

Due to an increase in utilization, higher than expected, County requested and Contractor agreed to provide mental health services to additional Medi-Cal beneficiaries, therefore,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Cynthia Belon,
957-5201

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

By: , Deputy

cc: J Pigg, CRUCKER

BACKGROUND: (CONT'D)

County has agreed to modify the rate sheet and increase the total payment limit of the Contract.

Approval of Contract Amendment Agreement #74-271-50(7) will allow the Contractor to provide services to additional Medi-Cal beneficiaries through June 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not be able to provide services to additional Medi-Cal beneficiaries resulting in a lower level of services to the community.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Arthrex, Inc. Change to Blanket Purchase Order

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of Health Services Department, to execute a change order to Purchase Order #F41775 with Arthrex Inc. to increase the amount payable by \$30,000 to a new total of \$395,000 to purchase supplies for Arthroscopic and open procedures performed at Contra Costa Regional Medical Center (CCRMC) for the period from February 1, 2012 through January 31, 2015.

FISCAL IMPACT:

100% Funding is included in the Enterprise Fund I Budget.

BACKGROUND:

Arthrex Inc. provides supplies that are used to perform various arthroscopic surgeries like knee and shoulder arthroscopy as well as arthroscopic joint reconstruction and open procedures. Arthrex Inc. is a vendor who sells one of a kind products for these types of arthroscopic and open surgeries.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, the CCRMC Operating room will not be able to perform Arthroscopic surgeries and open surgeries.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, C Rucker, Crystal Grayson

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: AMERICAN MESSAGING SERVICES BLANKET PURCHASE ORDER

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a blanket purchase order with American Messaging Services Inc., in the amount not to exceed \$130,000 for rental of pagers used by staff at the Contra Costa Regional Medical Center and Health Services Clinics for the period from January 7, 2015 through January 6, 2017.

FISCAL IMPACT:

100% Funding is included in the Enterprise Fund I Budget.

BACKGROUND:

American Messaging Services provides pagers rented by Contra Costa Regional Medical Center and Health Services Clinics; we rent approximately 900 pagers at this time. It is vital that the hospital be able to contact employees. American Messaging Services handles the paging services for every agency in the County, thus enabling the County to standardize its communication needs in the event of a disaster.

CONSEQUENCE OF NEGATIVE ACTION:

The inability to communicate with other County agencies in the event of a disaster could be detrimental to all the patients and staff.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, C Rucker

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 6, 2015

Subject: Purchase Order with Dell Financial Services for the Lease of Personal Computers in the Public Works Department

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Public Works Director, a purchase order with Dell Financial Services in the amount of \$144,630 for a three-year term for the lease of one hundred and fifty personal computers.

FISCAL IMPACT:

40% Flood Control District Funds, 40% Local Road Funds and 20% Special Revenue Funds.

BACKGROUND:

One hundred and fifty (150) personal computers are coming off of the Dell lease agreement and are being sent back to Dell per the agreement. The department needs to replace these computers with new computers under the Dell master lease agreement. These new computers will be on a three (3) year lease and added to the cycle for personal computer replacement for the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:

The Department has one hundred and fifty (150) personal computers coming off of lease that will be returned to Dell under the lease agreement. Failure to replace would significantly impact the department's ability to function properly.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Mark Wharton, (925)
313-2243

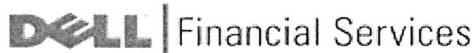
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Services Lease
Proposal



DELL FINANCIAL SERVICES LEASE PROPOSAL

Conta Costa County

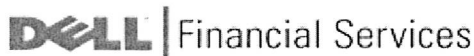
Prepared for: Mark Wharton

December 10, 2014

36 Month Fair Market Value Lease

Hardware Quote #	Equipment	Unit Price	Qty.	Total Financed Amount	Payment Frequency	Lease Term (months)	Lease Rate Factor	Lease Payments (In Advance)
695607469	Dell OptiPlex 9020	\$964.20	150	\$ 144,630.00	Quarterly	36	0.07780	\$ 11,252.21
				\$ 144,630.00	Quarterly Payment			\$ 11,252.21

****Sales Tax on Annual Payment Amount is not Included in the Quoted Amount



LESSEE: Conta Costa County

LESSOR: Dell Financial Services LLC, and/or its successors and assigns.

END OF LEASE OPTIONS:

Fair Market Value

Options available to lessee upon completion of the base lease term are as follows:

- 1) Exercise the option to purchase the products for its then fair market value.
- 2) Return all products to lessor at lessee's expense. Or 3) Renew the Lease on a fair market renewal basis.

LEASE QUOTE: The Lease Quote is **exclusive** of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay Payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please fax a copy of your Exemption Certificate with the Lease Contract.**

PURCHASE ORDER: The Purchase Order will be made out to Dell Financial Services, One Dell Way, RR8 Box 23, Round Rock, TX 78682. The Purchase Order will include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item. Please include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the Equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming Lessor as first loss payee; and, (iii) workmen's compensation insurance.

DOCUMENTATION: Duly executed Agreement and other appropriate documents, including, opinions of counsel, UCC financing statements, audited financials and such other documentation as is reasonably requested by Lessor.

PROPOSAL VALIDITY/APPROVALS: This is a proposal based upon current market conditions and **is valid for 30 days**, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

Gary Albright
Account Executive - Public Sector
503.367.0631
Gary_Albright@Dell.com



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: General Electric Healthcare Purchase Order

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a change order to purchase order #F45739 with General Electric Healthcare to increase the amount payable by \$25,000 to a new total of \$174,000, to provide Radiopharmaceutical Distribution Services at Contra Costa Regional Medical Center, for the period from January 1, 2013 through December 31, 2014.

FISCAL IMPACT:

100% Funding is included in the Enterprise Fund I Budget.

BACKGROUND:

Radiopharmaceutical products are the required media in the performance of Nuclear Medicine exams/procedures. The products provided include Unit dose diagnostic and therapeutic nuclear medicine radioisotopes; Tc99 generators; Nuclear Medicine reference and flood source; pharmaceutical stress agents; cardiac isotopes. The products supplied through this agreement are necessary to the operation of the Nuclear Medicine section of the Diagnostic Imaging Department.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, the Nuclear Medicine service provided for the patients at CCRMC could no longer be performed.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, C Rucker, Crystal Grayson

CHILDREN'S IMPACT STATEMENT:

N/A



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Stryker Sales Corporation Blanket Purchase Order

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of Health Services Department, to execute a change order to Purchase Order #F49166 with Stryker Sales Corporation to increase the amount payable by \$160,000 to a new total of \$409,000 for supplies for arthroscopic procedures performed at Contra Costa Regional Medical Center, for a period of September 1, 2013 through August 31, 2015.

FISCAL IMPACT:

100% Funding is included in Enterprise Fund I Budget

BACKGROUND:

Stryker Endoscopy provides supplies that are used to perform various Arthroscopic surgeries like knee and shoulder arthroscopy as well as arthroscopic joint reconstruction. Stryker Sales Corporation is a vendor who sells one of a kind products on the market for these type of Arthroscopic surgeries.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, the CCRMC Operating room will not be able to perform arthroscopic surgeries.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, C Rucker, Crystal Grayson



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Amendment #74-225-62(8) with Amy Scott, MFT

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #74-225-62(8) with Amy Scott, MFT, a self-employed individual, effective November 1, 2014, to amend Contract #74-225-62(7), to make technical adjustments to the rate sheet, with no change in the payment limit of \$120,000, and no change in the original term of July 1, 2013 through June 30, 2015.

FISCAL IMPACT:

This amendment is funded 100% by Federal Medi-Cal and 50% State General Funds. (Rate increase)

BACKGROUND:

On July 16, 2013, the Board of Supervisors approved Contract #74-225-62(7), with Amy Scott, MFT, for the period from July 1, 2013 through June 30, 2015, for the provision of Medi-Cal specialty mental health services.

Due to an increase in utilization, higher than expected, County requested and Contractor agreed to provide additional services to Medi-Cal beneficiaries, therefore, County has agreed to

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Cynthia Belon 925
957-5201

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

By: , Deputy

cc: J Pigg, C Rucker

BACKGROUND: (CONT'D)

modify the rate sheet, with no change in the payment limit and no change in the original term of the Contract through June 30, 2015.

Approval of Contract Amendment Agreement #74-225-62(8) will allow the Contractor to provide services to additional Medi-Cal beneficiaries through June 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not be able to provide services to additional Medi-Cal beneficiaries resulting in a lower level of services to the community.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



**Contra
Costa
County**

To: Board of Supervisors
From: Philip F. Kader, County Probation Officer
Date: January 6, 2015

Subject: Approval of Purchase Order with Berkeley Farms, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Probation Department, a purchase order with Berkeley Farms Inc. in an amount not to exceed \$215,000 to provide dairy products needed to feed residents of the John A. Davis Juvenile Hall and the Orin Allen Youth Rehabilitation Facility for the period February 1, 2015 through January 31, 2017.

FISCAL IMPACT:

The maximum two year cost of \$215,000 (\$107,500 per year) is included in the Probation Department's annual budget and costs are partially offset by the National School Lunch Program.

BACKGROUND:

The Probation Department is required to provide residents detained at the John A. Davis Juvenile Hall and the Orin Allen Youth Rehabilitation Facility with three meals per day in accordance with California Code of Regulations Title 15 Minimum Standards for Juvenile Facilities. In 2012 the Probation Department changed the vendors to Berkeley Farms at a savings of approximately \$400 per month. The vendor was selected through MedAssets Contracts, of which the County is a member. Berkeley Farms continues to be the most competitive vendor.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Danielle Fokkema,
925-313-4195

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Department will be unable to supply dairy products to the two juvenile facilities and will not be in compliance with California Code of Regulations Title 15 Minimum Standards for Juvenile Facilities.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #24-942-18 with Victor Kogler

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #24-942-18 with Victor Kogler, a self-employed individual, in an amount not to exceed \$125,938, to provide consultation, technical assistance and operational support to the Behavioral Health Services Division/Alcohol and Other Drugs Services (AODS) with regard to the Division's System of Care, for the period from January 1, 2015 through December 31, 2015.

FISCAL IMPACT:

This Contract is funded 10% by Federal Prevention Set-Aside, 60% Federal Substance Abuse Prevention Treatment Discretionary/Realignment, 30% State Realignment Funds. (No rate increase).

BACKGROUND:

On January 14, 2014, the Board of Supervisors approved Contract #24-942-17 with Victor Kogler for the provision of consultation and technical assistance to the Department with regard to the System of Care including, but not limited to, reviewing and making recommendations with regard to client services and levels of care, collecting and analyzing data for the client satisfaction

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Cynthia Belon,
957-5201

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

By: , Deputy

cc: T Scott, C Rucker

BACKGROUND: (CONT'D)

surveys and providing written recommendations to the Behavioral Health Services/AODS Director, for the period from January 1, 2014 through December 31, 2014.

Approval of Contract #24-942-18 will allow the Contractor to continue providing services through December 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Behavioral Health Services Division/AODS will not receive consultation, technical assistance and operational support to the Division's System of Care from this Contractor.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #27-603-12 with Louro Consulting Services, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-603-12 with Louro Consulting Services, Inc., a corporation, in an amount not to exceed \$141,484, to provide professional consultation to the Division on Health Plan committees, member benefits, and member services for the period from January 1, 2015 through December 31, 2015.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise Fund III. (Rate increase)

BACKGROUND:

On December 3, 2013, the Board of Supervisors approved Contract #27-603-11 with Louro Consulting Services, Inc., for the period from January 1, 2014 through December 31, 2014 for the provision of professional consultation services with regard to Health Plan committees, member benefits and member services.

Approval of Contract #27-603-12 will allow Contractor to continue providing services through December 31, 2015.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patricia Tanquary,
313-6004

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

By: , Deputy

cc: T Scott, C Rucker

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Health Plan will not receive Contractor's historical perspective and technical expertise on issues related to Health Plan member benefits and services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #26-583-18 with Specialty Laboratories, Inc. (dba Quest Diagnostics Nichols Institute of Valencia)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-583-18 with Specialty Laboratories Inc. (dba Quest Diagnostics Nichols Institute of Valencia), a corporation, in an amount not to exceed \$950,000, for the provision of outside clinical laboratory services for Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from January 1, 2015 through December 31, 2015.

FISCAL IMPACT:

This Contract is 100% funded by Enterprise Fund I. As appropriate, patients and third party payors will be billed for services. No rate increase.

BACKGROUND:

Certain laboratory tests require equipment not available at Contra Costa Regional Medical Center's laboratory and are rarely requested tests. Because of the large number and diversity of laboratory tests used by the medical community to make diagnoses, most hospitals have to utilize outside laboratories, as it is too cost prohibitive to provide all tests on site. Contra Costa County has used the services of outside laboratories for over twenty-five years. On February

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Anna Roth,
925-370-5101

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

By: , Deputy

cc: K Cyr, C Rucker

BACKGROUND: (CONT'D)

25, 2014, the Board of Supervisors approved Contract #26-583-16 (as amended by Amendment Agreement #26-583-17) with Specialty Laboratories, Inc., to provide outside laboratory services for CCRMC, for the period from January 1, 2014 through December 31, 2014. Approval of Contract #26-583-18 will allow the Contractor to continue to provide outside clinical laboratory services, through December 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients needing specialized laboratory testing at CCRMC will not have access to Contractor's services, which may result in a reduction in the levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #26-644-12 with MGA Healthcare, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or designee, to execute, on behalf of the County, Contract #26-644-12 with MGA Healthcare, Inc., a corporation, in an amount not to exceed \$1,000,000, to provide temporary pharmacists, pharmacy technicians and permanent placement recruitment services at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from January 1, 2015 through December 31, 2015.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise Fund I. Includes rates for permanent placement services, and decreased rates for Pharmacists and Pharmacy Technicians. All other rates remain the same.

BACKGROUND:

On January 7, 2014, the Board of Supervisors approved Contract #26-644-11 with MGA Healthcare, Inc. for the period from January 1, 2014 through December 31, 2014, for the provision of temporary pharmacy staff at CCRMC to provide coverage during peak loads, temporary absences and emergencies. Approval of Contract #26-644-12 will allow the Contractor to continue providing temporary pharmacists, pharmacy technician services, including the addition of permanent placement recruitment services at CCRMC, through December 31, 2015.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Anna Roth,
925-370-5101

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

By: , Deputy

cc: K Cyr, C Rucker

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring professional pharmacists and pharmacy technician services at CCRMC will not have access to Contractor's services, which may result in a reduction in the level of services to the community.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Curascript, Inc. Change to Purchase Order

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a change to Purchase Order #48499 with Curascript, Inc., to add \$500,000 for a new total of \$900,000, for the hormone implants to be used at the Contra Costa Regional Medical Center, and Health Centers, for the period from December 1, 2014 through November 30, 2015.

FISCAL IMPACT:

100% funding is included in the Enterprise Fund I Budget.

BACKGROUND:

Curascript, Inc. is a pharmaceutical company that provides the Contra Costa Regional Medical Center and Health Centers with hormone implants used in the Obstetrics/Gynecology Unit. This change is to cover the cost of purchasing additional implants due to higher demand for this product.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, C Rucker

CONSEQUENCE OF NEGATIVE ACTION:

If this change order is not approved, we will not be able to take care of our patient population at the Contra Costa Regional Medical Center and Health Centers.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #26-710-4 with Janet Diaz, M.D., Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director or designee, to execute, on behalf of the County, Contract #26-710-4 with Janet Diaz, M.D., Inc., a professional corporation, in an amount not to exceed \$300,000 to provide pulmonary services at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from November 1, 2014 through October 31, 2016.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise Fund I. Cost to the County depends upon utilization. As appropriate, patients and/or third party payors will be billed for services. (No rate increase)

BACKGROUND:

On December 4, 2012, the Board of Supervisors approved Contract #26-710-1 (as amended by Contract Amendments #26-710-2 and #26-710-3) with Janet Diaz, M.D., to provide pulmonary services including, consultation, on-call coverage, training, medical procedures at CCRMC, through October 31, 2014.

Approval of Contract #26-710-4 will allow the Contractor to continue to provide services through October 31, 2016.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: David Goldstein, M.D.,
925-370-5525

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

By: , Deputy

cc: K Cyr, C Rucker

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring professional pulmonary services at CCRMC will not have access to Contractor's services which may result in a reduction in the overall levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Extension Agreement #23-403-10 with Robert Half International, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Extension Agreement #23-403-10 with Robert Half International, Inc., a corporation, effective December 31, 2014, to amend Contract #23-403-7 (as amended by Amendment #23-409-9), with no change in the original payment limit of \$895,000, to extend the term from December 31, 2014 through June 30, 2016.

FISCAL IMPACT:

None, there is no change in the Contract Payment Limit of \$895,000. (no rate increase)

BACKGROUND:

On February 25, 2014, the Board of Supervisors approved Contract #23-403-7 (as amendment by Amendment Agreement #23-403-9) with Robert Half International, Inc. for the provision of specialized consulting and computer programming support to Department's Health Services Information Technology Division, for the period from January 1, 2014 through December 31, 2014.

Approval of Contract Amendment/Extension Agreement #23-403-10 will allow the Contractor to continue providing services to support the

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patrick Goldey,
957-5419

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

By: , Deputy

cc: T Scott, C Rucker

BACKGROUND: (CONT'D)

Electronic Health Record and the Behavioral Health Projects as requested by the County, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not be able to complete services for projects requested by the Health Services Department.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #26-741-3 with Martha D. Newman

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-741-3 with Martha D. Newman, a self-employed individual, in an amount not to exceed \$190,000, to provide consultation and technical assistance to the Division on the Delivery System Reform Incentive Plan (DSRIP) for the period from December 1, 2014 through November 30, 2015.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise Fund I. (No rate increase)

BACKGROUND:

Contra Costa Regional Medical Center and Contra Costa Health Centers began a plan to expand access to care and enhance quality through a robust effort called the Delivery System Reform Incentive Plan (DSRIP) program. This program was created by the Section 1115 Medicaid waiver, sometimes called the "Bridge to Health Care Reform," a joint federal/state agreement with California's public hospital systems that waives certain Medicaid requirements in order to test improvements in health care.

On

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, C Rucker

BACKGROUND: (CONT'D)

December 17, 2013, the Board of Supervisors approved Contract #26-741-1 (as amended by Amendment Agreement #26-741-2) with Martha D. Newman for the provision of consultation and technical assistance to the Division on the development of quality metrics, leadership strategies and educational goals as they relate to DSRIP, for the period from December 1, 2013 through November 30, 2014.

Approval of Contract #26-741-3 will allow the Contractor to continue to provide consultation and technical assistance to the Division through November 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Division will not have access to Contractor's expertise regarding the DSRIP program and organizational planning.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Novation Contract #24-680-26 with Telecare Corporation

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-680-26 with Telecare Corporation, a corporation, in an amount not to exceed \$649,886, to provide gero-psychiatric and subacute mental health care services to severely and persistently mentally ill (SPMI) clients for the period from July 1, 2014 through June 30, 2015. This Contract includes a six-month automatic extension through December 31, 2015, in an amount not to exceed \$324,943.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment. (Rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing gero-psychiatric services and subacute care for SPMI County residents at Contractor's Villa Fairmont Mental Health Center, Garfield Mental Health Center, Gladman Psychiatric Health Facility, and Morton Bakar Center. This Contract is part of the Department's cost saving plan to reduce the number of high-cost State Hospital beds

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Cynthia Belon,
957-5201

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

By: , Deputy

cc: C Rucker , E Suisala

BACKGROUND: (CONT'D)

by developing alternative placements.

On December 10, 2013, the Board of Supervisors approved Novation Contract #24-680-25 with Telecare Corporation, for the period from July 1, 2013 through June 30, 2014, which included a six-month automatic extension through December 31, 2014, for the provision of gero-psychiatric and subacute mental health care for SPMI clients.

Approval of Novation Contract #24-680-26 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's SPMI adults will not have access to Contractor's gero-psychiatric and sub-acute care services resulting in placements in State Hospital facilities at greater cost to the County.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Amendment #26-458-20 with Aya Healthcare, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-458-20 with Aya Healthcare, Inc. a corporation, effective October 1, 2014, to amend Contract #26-458-19, to increase the payment limit by \$350,000, from \$250,000 to a new payment limit of \$600,000, with no change in the original term of September 1, 2013 through August 31, 2015.

FISCAL IMPACT:

This amendment is funded 100% by Enterprise Fund I. (No rate increase)

BACKGROUND:

On September 17, 2013, the Board of Supervisors approved Contract #26-458-19 with Aya Healthcare, Inc., for the provision of temporary nursing staff for Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from September 1, 2013 through August 31, 2015.

At the time of negotiations, the payment limit was based on target levels of utilization. However, the utilization during the term of the agreement was higher than originally anticipated in order to provide coverage

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Anna Roth,
925-370-5101

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

By: , Deputy

cc: K Cyr, C Rucker

BACKGROUND: (CONT'D)

for critical roles primarily in the emergency, critical care and perinatal departments.

Approval of Contract Amendment Agreement #26-458-20 will allow the Contractor to provide additional temporary nursing staff at CCRMC through August 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients will not have access to Contractor's services, which may result in a reduction in the levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Unpaid Student Training Agreement #22-473-6 with Pacific Union College

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Unpaid Student Training Agreement #22-473-6 with Pacific Union College, an educational institution, to provide supervised field instruction in the County's Public Health Division to nursing students for the period from July 1, 2015 through December 31, 2017.

FISCAL IMPACT:

No Fiscal Impact

BACKGROUND:

The purpose of this agreement is to provide Pacific Union College nursing 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 January 10, 2012, the Board of Supervisors

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: WENDEL BRUNNER,
M.D. 313-6712

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

By: , Deputy

cc: D Morgan, C Rucker

BACKGROUND: (CONT'D)

approved Contract #22-473-5 with Pacific Union College for the provision of supervised fieldwork instruction experience with Health Services, for the period from January 1, 2012 through December 31, 2104.

Approval of Unpaid Student Training Agreement #22-473-6 will allow Pacific Union College students to receive supervised fieldwork instruction experience with Health Services Department, through December 31, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the students will not receive supervised fieldwork instruction experience at County's Public Health Division.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #74-419-4 with William E. Berlingieri, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-419-4 with William E. Berlingieri, M.D., a self-employed individual, in an amount not to exceed \$313,600, to provide outpatient psychiatric services in West County, for the period from January 1, 2015 through December 31, 2015.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment. (No rate increase)

BACKGROUND:

For a number of years the County has contracted with Medical, Dental and Mental Health Specialists to provide specialized professional services that are not otherwise available. On January 14, 2014, the Board of Supervisors approved Contract #74-419-3 with William E. Berlingieri, M.D, for the period from January 1, 2014 through December 31, 2014, for the provision of outpatient psychiatric services to mentally ill adults in West County.

Approval of Contract #74-419-4 will allow Contractor to continue providing outpatient psychiatric services through December 31, 2015.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Cynthia Belon,
925-957-5201

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

By: , Deputy

cc: K Cyr, C Rucker

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring outpatient psychiatric services in West County will not have access to Contractor's services, which may result in a reduction in the overall levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #27-764-6 with Oliver Wyman Actuarial Consulting, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-764-6 with Oliver Wyman Actuarial Consulting, Inc., a corporation, in an amount not to exceed \$405,000, to provide actuarial consulting services for the Contra Costa Health Plan for the period from December 1, 2014 through November 30, 2016.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise III. (No rate increase)

BACKGROUND:

The Health Services Department and the Contra Costa Health Plan are required by state and federal regulations to provide various certified actuarial documents in order to maintain its authorization to provide health care services to its members and recipients. This Contractor has an established record of providing this expertise.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patricia Tanquary,
313-6004

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

By: , Deputy

cc: D Morgan, C Rucker

BACKGROUND: (CONT'D)

On January 14, 2014, the Board of Supervisors approved Contract #27-764-5 with Oliver Wyman Actuarial Consulting, Inc., for the period from December 1, 2013 through November 30, 2014 for provision of actuarial consulting services.

Approval of Contract #27-764-6 will allow Contractor to continue providing services through November 30, 2016, including changes to County's Standard General Conditions and indemnification language.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Health Plan will need to solicit and engage a new contractor leading to delays and potential failure to comply with state and federal regulations to provide various certified actuarial documents, and would not be able to set rates or offer services for Health Plan's Medicare Selectcare; Healthy Families; County Employee Plans A, B, and A2; Individual; and Small/Large Group members.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #74-417-4 with Gary Scott Nye, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-417-4 with Gary Scott Nye, M.D., a self-employed individual, in an amount not to exceed \$174,720 to provide outpatient psychiatric services, for the period from January 1, 2015 through December 31, 2015.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment. (No rate increase)

BACKGROUND:

For a number of years the County has contracted with Medical, Dental and Mental Health Specialists to provide specialized professional services that are not otherwise available in its Hospital and Health Centers.

On December 10, 2013, the Board of Supervisors approved Contract #74-417-3 with Gary S. Nye, MD for the period from January 1, 2013 through

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Cynthia Belon,
925-957-5201

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

By: , Deputy

cc: D Morgan, C Rucker

BACKGROUND: (CONT'D)

December 31, 2014, for the provision of professional outpatient psychiatric services for adults in West Contra Costa County.

Approval of Contract #74-417-4 will allow Contractor to continue to provide outpatient psychiatric services for adults in West Contra Costa County through December 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's professional outpatient psychiatric services, which may result in a reduction in the overall level of service to the community.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #23-515-1 with the California Shock Trauma Air Rescue (CALSTAR)

RECOMMENDATION(S):

Approve and authorize, the Health Services Director, or his designee, to execute contract #23-515-1 with California Shock Trauma Air Rescue (CALSTAR), a non-profit corporation, to provide air ambulance patient transport services as requested by County's Emergency Medical Services (EMS) Division, for the period from January 1, 2015 through December 31, 2016.

FISCAL IMPACT:

This is a non financial agreement. The Contractor agrees to pay the required initial and the renewal authorization fees as specified in the Contra Costa EMS Agency Fee Policy for each year of this agreement. (No County match).

BACKGROUND:

Approval of Contract #23-515-1, will allow the California Shock Trauma Air Rescue (CALSTAR) to provide continuous air ambulance patient transport services, within the jurisdiction of Contra Costa County without interruption, twenty-four (24) hours per day, seven (7) days per week, and fifty-two (52) weeks per year. This Contractor is recognized as a multi-jurisdictional air provider, whose jurisdiction of origin is headquartered out of Sacramento County with a base

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patricia Frost,
925-313-9554

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

By: , Deputy

cc: K Cyr, C Rucker

BACKGROUND: (CONT'D)

of operations in Concord, Vacaville and Sacramento. Contractor will work cooperatively with the EMS Agency, allowing the County's EMS Division to utilize air ambulance patient transport services through December 31, 2016, 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, the County EMS Division will not be able to utilize the vendor's service and the County will have to find other means of patient transport services within the jurisdiction of Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #23-463-7 with Valerie Gulyash

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-463-7 with Valerie Gulyash, a self-employed individual, in an amount not to exceed \$140,000, to provide consultation and technical assistance on the Keane Chargemaster Billing and EPIC Electronic Medical Record Systems used at Contra Costa Regional Medical Center, for the period from January 1, 2015 through December 31, 2015.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise Fund I. (No rate increase)

BACKGROUND:

On February 25, 2014, the Board of Supervisors approved Contract #23-463-6 with Valerie Gulyash, for the period January 1, 2014 through December 31, 2014, to provide consultation and technical assistance on the Department's

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patrick Goldey,
957-5405

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

By: , Deputy

cc: D Morgan, C Rucker

BACKGROUND: (CONT'D)

Chargemaster Billing and EPIC Electronic Medical Record Systems including providing systems review, written reports and recommendations as requested by the County.

Approval of Contract #23-463-7 will allow Contractor to continue providing services through December 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County will not be able to ensure that the coding standards are current and conform to 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 Director
Date: January 6, 2015

Subject: Contract #74-343-6 with Richard D. Baldwin, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-343-6 with Richard D. Baldwin, M.D., a self-employed individual, in an amount not to exceed \$220,800, to provide geriatric psychiatric services for County's Adult Mental Health Clinics, for the period from January 1, 2015 through December 31, 2015.

FISCAL IMPACT:

This Contract is funded 100% Mental Health Realignment Fund. (No rate increase)

BACKGROUND:

For a number of years the County has contracted with Medical, Dental and Mental Health Specialists to provide specialized professional services, which are not otherwise available in its Hospital and Health Centers. On January 7, 2014, the Board of Supervisors approved Contract #74-343-5 with Richard D. Baldwin, M.D. for the provision of geriatric psychiatric services for seriously and persistently mentally ill older adults at the County's Adult Mental Health Clinics, for the period from January 1, 2014 through December 31, 2014.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Cynthia Belon,
925-957-5201

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

By: , Deputy

cc: E Suisala , C Rucker

BACKGROUND: (CONT'D)

Approval of Contract #74-343-6 will allow the Contractor to continue providing geriatric psychiatric services through December 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's professional geriatric psychiatric services, which may result in a reduction in overall levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Amendment/Extension #23-325-19 with Wilson Consulting, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment/Extension Agreement #23-325-19 with Wilson Consulting, Inc., corporation, effective November 1, 2014, to amend Contract #23-325-18, to increase the payment limit by \$360,000, from \$900,000, to a new payment limit of \$1,260,000, and extend the term from December 31, 2014 through December 31, 2015.

FISCAL IMPACT:

This amendment is funded 100% by Enterprise Fund I. (No rate increase)

BACKGROUND:

On February 11, 2014, the Board of Supervisors approved Contract #23-325-18 with Wilson Consulting, Inc., 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 assistance on implementing the Department's appointment system, for the period from January 1, 2014 through December 31, 2014.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: David Runt,
313-6228

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

By: , Deputy

cc: D Morgan, C Rucker

BACKGROUND: (CONT'D)

Approval of Contract Amendment/Extension Agreement #23-325-19 will allow the Contractor to continue providing services through December 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not continue providing services on 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 Director
 Date: January 6, 2015

Subject: Contract #23-495-1 with Kaiser Foundation Hospitals (dba Kaiser Permanente – Walnut Creek)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-495-1 with Kaiser Foundation Hospitals, (dba Kaiser Permanente –Walnut Creek), a non-profit corporation, to act as a designated center to assist patients who have been assessed by ambulance personnel with a suspected stroke, for the period from January 1, 2015 through December 31, 2017.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

In collaboration with hospitals, fire first-responders and emergency ambulance services, Contra Costa Emergency Medical Care Committee, and the Contra Costa Stroke Advisory Committee, Contra Costa EMS has been working towards implementation of a program that will provide quicker access to definitive care for patients with symptoms of acute stroke. Strokes occur when blood flow to the brain has been disrupted due to a blockage in a vessel (ischemic stroke) or bleeding in the brain (hemorrhagic stroke). Research has shown significant reduction in mortality and morbidity when stroke patients are identified in the field and transported, with advance notification,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patricia Frost
(313-9554)

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

By: , Deputy

cc: J Pigg , C Rucker

BACKGROUND: (CONT'D)

to a hospital staffed and equipped to provide rapid stroke care. A nationally-recognized goal is to provide primary stroke center intervention within three to four and one half hours of onset of symptoms. Identification of a suspected stroke patient begins in the field and requires rapid identification and subsequent triage to a primary stroke center. All ambulance and fire first responder paramedics in the county have been trained in the rapid recognition of stroke patients using the Cincinnati Stroke Scale.

On October 25, 2011, the Board of Supervisors approved Contract #23-495 with Kaiser Foundation Hospitals, (dba Kaiser Permanente –Walnut Creek) to act as a designated center to assist patients who have been assessed by ambulance personnel with a suspected stroke, for the period from January 1, 2012 through December 31, 2015.

Approval of Contract #23-495-1 will designate Kaiser Permanente – Walnut Creek as a Primary Stroke Center that is prepared to respond with emergency department teams in consultation with neurologists, to promptly intervene when notified of the pending arrival of a stroke patient, through December 31, 2017, 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, designation of this facility as a Primary Stroke Center will impede the implementation of a coordinated stroke system in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #23-518-1 with the Reach Air Medical Services

RECOMMENDATION(S):

Approve and authorize, the Health Services Director, or his designee, to execute Contract #23-518-1 with Reach Air Medical Services, a corporation, to provide air ambulance patient transport services as requested by County's Emergency Medical Services (EMS) Division, for the period from January 1, 2015 through December 31, 2016.

FISCAL IMPACT:

This is a non-financial agreement. The Contractor agrees to pay the required initial and the renewal authorization fees as specified in the Contra Costa EMS Agency Fee Policy for each year of this agreement. (No County match).

BACKGROUND:

On November 22, 2013 the Board of Supervisors approved Contract #23-518, with Reach Air Medical Services for the provision of air ambulance patient transport services, within the jurisdiction of Contra Costa County without interruption, twenty-four (24) hours per day, seven (7) days per week, and fifty-two (52) weeks per year. This Contractor is recognized as a multi-jurisdictional air provider, whose jurisdiction of origin is headquartered out of Sacramento County with a base of operations in Concord, Vacaville and Sacramento. Contractor will work cooperatively with

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patricia Frost,
925-313-9554

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

By: , Deputy

cc: K Cyr, C Rucker

BACKGROUND: (CONT'D)

the EMS Agency, allowing the County's EMS Division, to utilize air ambulance patient transport services through December 31, 2014.

Approval of Contract #23-518-1 will allow the Contractor to continue to provide ambulance patient transport services through December 31, 2016, 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, the County EMS Division will not be able to utilize the vendor's service and the County will have to find other means of patient transport services within the jurisdiction of Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #24-682-29 with Victor Treatment Centers, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #24-682-29 with Victor Treatment Centers, Inc., a non-profit corporation, in an amount not to exceed \$130,000, to provide residential treatment services to seriously emotionally disturbed children for the period from January 1, 2015 through June 30, 2015. This Contract includes a six-month automatic extension through December 31, 2015, in an amount not to exceed \$130,000.

FISCAL IMPACT:

This Contract is funded 50% by Federal Financial Participation and 50% by County Mental Health Realignment. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing medication support, and other mental health services in a residential setting, to seriously emotionally disturbed children at Contractor's Santa Rosa, Stockton and Redding facilities.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Cynthia Belon,
957-5201

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

By: , Deputy

cc: D Morgan, C Rucker

BACKGROUND: (CONT'D)

On December 3 2013, the Board of Supervisors approved Novation Contract #24-682-28 with Victor Treatment Centers, Inc., for the period from July 1, 2013 through June 30, 2014, which included a six-month automatic extension through December 31, 2014, for the provision of residential treatment services to seriously emotionally disturbed children.

Approval of Contract #24-682-29 allows Contractor to continue providing medication support and other mental health services in a residential setting, through June 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, seriously emotionally disturbed youth from Contra Costa County will not have adequate access to residential treatment facilities for seriously emotionally disturbed children.

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 Director
Date: January 6, 2015

Subject: Contract #23-493-1 with John Muir Health, Inc. (dba John Muir Medical Center-Walnut Creek Campus)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-493-1 with John Muir Health Inc., (dba John Muir Medical Center-Walnut Creek Campus), a non-profit corporation, to act as a designated center to assist patients who have been assessed by ambulance personnel with a suspected stroke, for the period from January, 1 2015 through December 31, 2017.

FISCAL IMPACT:

No fiscal impact from designation.

BACKGROUND:

In collaboration with hospitals, fire first-responders and emergency ambulance services, Contra Costa Emergency Medical Care Committee, and the Contra Costa Stroke Advisory Committee, Contra Costa EMS has been working towards implementation of a program that will provide quicker access to definitive care for patients with symptoms of acute stroke. Strokes occur when blood flow to the brain has been disrupted due to a blockage in a vessel (ischemic stroke) or bleeding in the brain (hemorrhagic stroke). Research has shown significant reduction in mortality and morbidity when stroke patients are identified in the field and transported, with advance notification,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patricia Frost,
925-313-9554

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

By: , Deputy

cc: J Pigg , C Rucker

BACKGROUND: (CONT'D)

to a hospital staffed and equipped to provide rapid stroke care. A nationally-recognized goal is to provide primary stroke center intervention within three to four and one half hours of onset of symptoms. Identification of a suspected stroke patient begins in the field and requires rapid identification and subsequent triage to a primary stroke center. All ambulance and fire first responder paramedics in the county have been trained in the rapid recognition of stroke patients using the Cincinnati Stroke Scale.

On October 25, 2011, the Board of Supervisors approved Contract #23-493 with John Muir Health, Inc. to designate John Muir Medical Center-Walnut Creek Campus as a Primary Stroke Center that is prepared to respond with emergency department teams in consultation with neurologists, to promptly intervene when notified of the pending arrival of a stroke patient, for the period from January 1, 2011 through December 31, 2014.

Approval of Contract #23-493-1 will allow the Contractor to continue as a Primary Stroke Center to respond with emergency department teams in consultation with neurologists, to promptly intervene when notified of the pending arrival of a stroke patient through December 31, 2017, 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, designation of this facility as a Primary Stroke Center will impede the implementation of a coordinated stroke system in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Amendment #74-341-32(6) with Aurora Adrianna Mandy (dba Delta Counseling)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #74-341-32(6) with Aurora Adrianna Mandy (dba Delta Counseling), a self-employed individual, effective November 1, 2014, to amend Contract #74-341-32(4), to make technical adjustments to the rate sheet, with no change in the original payment limit of \$132,000 and no change in the term of July 1, 2013 through June 30, 2015.

FISCAL IMPACT:

This amendment is funded 50% Federal Medi-Cal and 50% State General Fund. (Rate increase)

BACKGROUND:

On July 16, 2013, the Board of Supervisors approved Contract #74-341-32(4) with Aurora Adrianna Mandy (dba Delta Counseling) for the provision of Medi-Cal mental health specialty services, for the period from July 1, 2013 through June 30, 2015.

Due to an increase in utilization, higher than expected, County requested and Contractor agreed to provide services to additional Medi-Cal beneficiaries, therefore,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Cynthia Belon,
925-957-5201

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

By: , Deputy

cc: K Cyr, C Rucker

BACKGROUND: (CONT'D)

County has agreed to modify the rate sheet with no increase to the total payment limit of the Contract.

Approval of Contract Amendment Agreement #74-341-32(6) will allow the Contractor to provide services to additional Medi-Cal beneficiaries through June 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients requiring Medi-Cal mental health specialty services will not have access to Contractor's services, which may result in a reduction in the levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract Amendment Agreement #27-854-3 with Advent Advisory Group, LLC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #27-854-3 with Advent Advisory Group, LLC, a limited liability company, effective November 1, 2014, to amend Contract #27-854-2, to increase the payment limit by \$3,000, from \$68,000 to a new payment limit of \$71,000, with no change in the original term of October 1, 2013 through September 30, 2015.

FISCAL IMPACT:

This amendment is funded 100% by Contra Costa Health Plan Enterprise Funds III. (No rate increase)

BACKGROUND:

On January 14, 2014, the Board of Supervisors approved Contract #27-854-2 with Advent Advisory Group, LLC, for the provision of required audits for Contra Costa Health Plan (CCHP) to maintain compliance with Federal Center for Medicare and Medicaid Services (CMS) regulations and the State requirements for operating a Health Plan, for the period from October 1, 2013 through September 30, 2015, including mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract and modifications to County's Standard General

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patricia Tanquary
313-6004

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

By: , Deputy

cc: C Rucker , A Floyd

BACKGROUND: (CONT'D)

Conditions.

Approval of Contract Amendment Agreement #27-854-3 will allow the Contractor to provide additional compliance auditing services to include one Medi-Cal Accreditation Set, including MediCal Adult Consumer Assessment of Healthcare Providers and Systems (CAHPS) survey through September 30, 2015

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, CCHP will not have access to additional audit services provided by this Contractor.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #24-991-15 with Alexander Gorodetsky, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or designee, to execute, on behalf of the County, Contract #24-991-15 with Alexander Gorodetsky, M.D., a self-employed individual, in an amount not to exceed \$116,480, to provide outpatient psychiatric services at the West County Adult Mental Health Clinic for the period from January 1, 2015 through December 31, 2015.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment. (No rate increase)

BACKGROUND:

For a number of years the County has contracted with Medical, Dental and Mental Health Specialists to provide specialized professional services, which are not otherwise available.

On December 10, 2013, the Board of Supervisors approved Contract #24-991-14 with Alexander Gorodetsky, M.D., for the provision of outpatient psychiatric services, for the period from January 1, 2014 through December 31, 2014.

Approval of Contract #24-991-15

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Cynthia Belon
957-5201

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

By: , Deputy

cc: C Rucker, A Floyd

BACKGROUND: (CONT'D)

will allow Contractor to continue providing outpatient psychiatric services at the West County Adult Mental Health Clinic, through December 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's outpatient psychiatric services, which may result in a reduction in overall services to the community.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #23-496-1 with Kaiser Foundation Hospitals (dba Kaiser Permanente – Antioch)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-496-1 with Kaiser Foundation Hospitals, (dba Kaiser Permanente – Antioch), a non-profit corporation, to act as a designated center to assist patients who have been assessed by ambulance personnel with a suspected stroke, for the period from January, 1 2015 through December 31, 2017.

FISCAL IMPACT:

No fiscal impact from designation.

BACKGROUND:

In collaboration with hospitals, fire first-responders and emergency ambulance services, Contra Costa Emergency Medical Care Committee, and the Contra Costa Stroke Advisory Committee, Contra Costa EMS has been working towards implementation of a program that will provide quicker access to definitive care for patients with symptoms of acute stroke. Strokes occur when blood flow to the brain has been disrupted due to a blockage in a vessel (ischemic stroke) or bleeding

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patricia Frost,
925-313-9554

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

By: , Deputy

cc: J Pigg , C Rucker

BACKGROUND: (CONT'D)

in the brain (hemorrhagic stroke). Research has shown significant reduction in mortality and morbidity when stroke patients are identified in the field and transported, with advance notification, to a hospital staffed and equipped to provide rapid stroke care. A nationally-recognized goal is to provide primary stroke center intervention within three to four and one half hours of onset of symptoms. Identification of a suspected stroke patient begins in the field and requires rapid identification and subsequent triage to a primary stroke center. All ambulance and fire first responder paramedics in the county have been trained in the rapid recognition of stroke patients using the Cincinnati Stroke Scale.

On October 25, 2011, the Board of Supervisors approved Contract #23-496 with Kaiser Foundation Hospitals (dba Kaiser Permanente-Antioch), to act as a designated center to assist patients who have been assessed by ambulance personnel with a suspected stroke, for the period from January 1, 2012 through December 31, 2014.

Approval of Contract #23-496-1 will designate Kaiser Permanente – Antioch as a Primary Stroke Center that is prepared to respond with emergency department teams in consultation with neurologists, to promptly intervene when notified of the pending arrival of a stroke patient, through December 31, 2017, 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, designation of this facility as a Primary Stroke Center will impede the implementation of a coordinated stroke system in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Interagency Agreement #26-658-4 with the County of Santa Clara

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Interagency Agreement #26-658-4 with the County of Santa Clara, a government agency, in an amount not to exceed \$50,000, for the provision of laboratory testing services for Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from July 1, 2014 through June 30, 2015.

FISCAL IMPACT:

100% Enterprise Fund I. (No rate increase)

BACKGROUND:

On June 25, 2013, the Board of Supervisors approved Interagency Agreement #26-658-3 with the Contractor to provide neonatal urine toxicology laboratory testing services twenty-four hours a day/seven days a week for at risk newborns at Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from July 1, 2013 through June 30, 2014.

Approval of Interagency Agreement #26-658-4 will allow the Contractor to continue providing services through June 30, 2015. The Division is requesting an effective date of July 1, 2014 to allow no disruption in services due to a delay in contractual

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Anna Roth
(370-5101)

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

By: , Deputy

cc: T Scott , C Rucker

BACKGROUND: (CONT'D)

negotiations. This agreement includes modifications to County's Termination and Cancellation, Disputes, Choice of Law and Personal Jurisdiction, Possessory Interest paragraphs of the General Conditions and agreement to mutually indemnify both parties.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contra Costa Regional Medical and Contra Costa Health Centers would have to find a new Contractor to provide services. County of Santa Clara was selected because of location, accuracy and 24/7 testing availability.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #23-516-1 with San Ramon Regional Medical Center, LLC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-516-1 with San Ramon Regional Medical Center, LLC, a Limited Liability Company, to act as a designated center to assist patients who have been assessed by ambulance personnel with a suspected stroke, for the period from January, 1 2015 through December 31, 2017.

FISCAL IMPACT:

No general fund impact. EMS staff costs to be covered under County Service Area EM-1 and charges to participating hospitals.

BACKGROUND:

In collaboration with hospitals, fire first-responders and emergency ambulance services, Contra Costa Emergency Medical Care Committee, and the Contra Costa Stroke Advisory Committee, Contra Costa EMS has been working towards implementation of a program that will provide quicker access to definitive care for patients with symptoms of acute stroke. Strokes occur when blood flow to the brain has been disrupted due to a blockage in a vessel (ischemic stroke) or bleeding in the brain (hemorrhagic stroke). Research has shown significant reduction in mortality and morbidity

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patricia Frost
925-313-9554

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

By: , Deputy

cc: J Pigg , C Rucker

BACKGROUND: (CONT'D)

when stroke patients are identified in the field and transported, with advance notification, to a hospital staffed and equipped to provide rapid stroke care. A nationally-recognized goal is to provide primary stroke center intervention within three to four and one half hours of onset of symptoms. Identification of a suspected stroke patient begins in the field and requires rapid identification and subsequent triage to a primary stroke center. All ambulance and fire first responder paramedics in the county have been trained in the rapid recognition of stroke patients using the Cincinnati Stroke Scale.

On April 17, 2012, the Board of Supervisors approved Contract #23-516 with San Ramon Regional Medical Center, LLC to act as a designated center to assist patients who have been assessed by ambulance personnel with a suspected stroke, for the period from January 1, 2012 through December 31, 2014.

Approval of Contract #23-516-1 will designate San Ramon Regional Medical Center, LLC as a Primary Stroke Center that is prepared to respond with emergency department teams in consultation with neurologists, to promptly intervene when notified of the pending arrival of a stroke patient, through December 31, 2017, 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, designation of this facility as a Primary Stroke Center will impede the implementation of a coordinated stroke system in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

Not applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #23-563 with JWG Consulting LLC.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-563 with JWG Consulting, LLC, a limited liability company, in an amount not to exceed \$450,000, to provide consulting services to Department's Information Technology Unit on Patient Financial Services, for the period from January 1, 2015 through June 30, 2016.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise Fund I.

BACKGROUND:

Under Contract #23-563 JWG Consulting, LLC will provide consulting services to the Health Services Department Information Technology Unit on Patient Financial Services, including but not limited to, technical and operational support, training, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, the Division will not have access to Contractor's consulting services on patient financial services.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: David Runt,
335-8700

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

By: , Deputy

cc: J Pigg , C Rucker

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Contract #26-606-8 with Sodexo America, LLC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute on behalf of the County, Contract #26-606-8 with Sodexo America, LLC, a limited liability company, in an amount not to exceed \$291,162, for the provision management and oversight of the Food and Nutrition Services Unit at Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from November 1, 2014 through October 31, 2015.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise Fund I. (No rate increase)

BACKGROUND:

On November 5, 2013, the Board of Supervisors approved Contract #26-606-7 with Sodexo America, LLC, for the period from November 1, 2013 through October 31, 2014, for the provision of management and oversight of the Food and Nutrition Services Unit at Contra Costa Regional Medical Center and Contra Costa Health Centers.

Approval of Contract #26-606-8 will allow the Contractor to continue providing services through October 31, 2015.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: J Pigg , C Rucker

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contra Costa Regional Medical Center would be operating without management oversight in the Food and Nutritional Services Unit and be out of compliance with the Centers for Medicare and Medicaid Services requirements.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Fire Funding for Emergency Medical Services (EMS) Enhancements Measure H Funds

RECOMMENDATION(S):

Approve and authorize the Auditor-Controller, or designee, to pay the San Ramon Valley Fire Protection District \$33,000 for EMS Fire First Responder medical equipment, medical supplies and EMS training to the San Ramon Valley Fire Protection District, upon approval of EMS Director for FY 2014-15. (100% Measure H Funds, CSA EM-1, Zone A)

FISCAL IMPACT:

Funding for this expenditure has been budgeted under CSA EM-1, Zone A (Measure H). There is no General Fund impact.

BACKGROUND:

These funds are allocated to partially offset fire services' added costs for medical supplies, equipment, and training through participation in an enhanced Emergency Medical Services system established through CSA EM-1.

CONSEQUENCE OF NEGATIVE ACTION:

Fire services would need to fund medical supplies, equipment and training out of their existing funds.

CHILDREN'S IMPACT STATEMENT:

N/A

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Patricia Frost
313-9554

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

By: , Deputy

cc: T Scott, C Rucker



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 6, 2015

Subject: Purchase Order with Cantrell Drug Company, Inc.

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a Purchase Order with Cantrell Drug Company, Inc., in an amount not to exceed \$305,000, for the purchase of pain management/premix medications at Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from January 1, 2015 through December 31, 2015.

FISCAL IMPACT:

100% Enterprise Fund I - included in the Budget.

BACKGROUND:

Recalls and back orders of medications have prompted the Pharmacy Department to directly purchase medications through manufacturers such as Cantrell Drug Company. Cantrell strictly adheres to FDA compounding guidelines through exclusive use of commercially available sterile additives, solutions and containers. These medications are in short supply or not commercially available through our wholesaler,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Anna Roth
370-5101

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

By: , Deputy

cc: T Scott, C Rucker, Maria Cabida

BACKGROUND: (CONT'D)

Cardinal. We will be phasing out purchases from Pharmedium and are requesting funds towards the purchase of pharmaceutical products from Cantrell.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, Contra Costa Regional Medical Center and Health Centers will not be able to purchase the medications required to properly care for patients who require pain management services, as well as other necessary pharmaceutical products.

CHILDREN'S IMPACT STATEMENT:

N/A



Contra
Costa
County

To: Board of Supervisors
From: Ed Woo, Department of Information Technology
Date: January 6, 2015

Subject: IBM Software Maintenance and Support BPO change order

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Chief Information Officer, a purchase order amendment with IBM Corporation to increase the payment limit by \$150,000 to a new payment limit of \$390,000 for maintenance and support of County mainframe computer software for the period January 1, 2014 through June 30, 2015, under the IBM Agreement for Software Maintenance.

FISCAL IMPACT:

\$390,000 (100% User Fees); the cost is budgeted under Org# 1060, Fiscal Year 2014/15, and charged out to user departments via DoIT's monthly billing process.

BACKGROUND:

The County, on behalf of the Department of Information Technology, licenses mainframe computer software from IBM, and receives support and maintenance for the software under the IBM International Agreement for Acquisition of Software Maintenance, which provides for annual renewal of support. IBM invoices DoIT on a monthly basis depending on the level of support used by DoIT. The Chief Information Officer needs authority to make payment for mainframe software support under the IBM International Agreement for Acquisition of Software Maintenance.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board elect not to approve the request, the County mainframe would not receive necessary maintenance to remain operational.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Ed Woo (925)
383-2688

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: January 6, 2015

Subject: Approve Blanket Purchase Order with Spike's Produce

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Employment & Human Services Director, to execute a Purchase Order with Spike's Produce (#50131), in an amount not to exceed \$450,000, for the purchase of fresh produce for the Department's children's food program, for the term January 1, 2015 through December 31, 2017.

FISCAL IMPACT:

Budgeted:

50% Federal funds (CFDA Number 93.600)
Administration for Children and Families

50% State funds

BACKGROUND:

The Department utilizes this company to furnish fresh produce to provide daily food service to the 19 childcare centers operated by the Department. Fresh produce is vital to the well-being of the children at the centers.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: C. Youngblood,
313-1712

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

By: , Deputy

cc: Jagjit Bhambra, Sam Mendoza, Cassandra Youngblood

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not be able to make necessary purchases to operate the childcare centers.

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: FAMILY & HUMAN SERVICES COMMITTEE
Date: January 6, 2015

Subject: 2014 Year-End Report on FHS Activities

RECOMMENDATION(S):

ACKNOWLEDGE that the Board of Supervisors carried over eighteen referrals from the prior year into the 2014 calendar year.

ACCEPT recommendations to carry forward sixteen referrals from the 2014 Family and Human Services Committee to the 2015 Committee; re-name three referrals; and close two referrals.

REFER three new issues to the 2015 Family and Human Services Committee.

FISCAL IMPACT:

No fiscal impact from this referral. Some minimal amount of staff time will be required for the preparation of reports.

BACKGROUND:

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

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

Contact: Dorothy Sansoe,
925-335-1009

By: , Deputy

cc:

BACKGROUND: (CONT'D)

REFERRALS TO BE CONTINUED

It is recommended that the following referrals be carried forward from the 2014 Family and Human Services Committee to the 2015 Committee:

- a. Referral #5 – Continuum of Care Plan for the Homeless/Healthcare for the Homeless
- b. Referral #20 – Public Service Portion of the CDBG
- c. Referral #25 – Child Care Planning/Development Council Membership
- d. Referral #44 – Challenges for EHSD
- e. Referral #45 – Elder Abuse
- f. Referral #56 – East Bay Stand Down for Homeless Veterans (Bi-annual)
- g. Referral #61 – HIV Prevention/Needle Exchange Program
- h. Referral #78 – Community Services Bureau/Head Start Oversight
- i. Referral #81 – Local Child Care & Development Planning Council Activities
- j. Referral #82 – Secondhand Smoke Ordinance
- k. Referral #92 – Local Planning Council – Child Care Needs Assessment
- l. Referral #93 – Independent Living Skills Program
- m. Referral #101 – FACT Committee At-Large Appointments
- n. Referral #103 – SNAP Program (Food Stamps)
- o. Referral #107 – Laura’s Law
- p. Referral #108 – Call Center Oversight

REFERRALS TO BE CLOSED

Between January and December 2014, the Family and Human Services Committee (FHS) heard eighteen separate reports in addition to making recommendations for appointments to various County boards and commissions. Two referrals have arrived at the point where they no longer need to be heard at the committee level:

1. Referral #1 – Child Care Affordability Fund

In 1991, the Board of Supervisors earmarked \$250,000 of Transient Occupancy Tax (TOT) from the Embassy Suites Hotel to support/expand county-wide child care for low-income families. In 1997, the Board approved a recommendation from the Family and Human Services Committee that the Family and Children’s Trust Committee (FACT) be responsible for establishing priorities for use of the Child Care Affordability funds, developing and managing the competitive process for awarding these monies, and monitoring the resulting programs for contract compliance and achievement of outcomes. In 2002, the Board approved a two-year funding cycle for disbursement of the funds.

In July 1, 2008 the 2008-2009 County budget modified the funding stream such that Childcare Affordability funds would no longer be generated from the revenue of the Transient Occupancy Tax but, instead, be funded by residual funds in the County Employee’s Dependent Care Account. Up to a maximum of \$250,000 has been transferred to EHSD each year from the Dependent Care account, to support the Childcare Affordability contracts, depending upon the balance in the fund.

The change in funding stream has resulted in the depletion at the end of 2014. The Employee’s Dependent Care Account generates very little revenue and is insufficient to continue funding the program services provided.

2. Referral #2 – Oversight of the Service Integration Projects

The oversight of the Service Integration Team (SIT) was originally referred to FHS on November 5, 1996. Since that time it has successfully transitioned to SparkPoint in East County and is being rethought in North Richmond. There is no longer participation from County departments other than the Employment and Human Services Department (EHSD).

NEW REFERRALS

Staff is recommending that the Family and Human Services Committee request the Board of Supervisors refer to them the oversight of three new items:

1. Workforce Innovation and Opportunity Act (WIOA).

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. WIOA will have a significant impact on EHSD and the way the Workforce Development Board does its work. Updating those changes would be of benefit to the FHS Committee.

2. Innovative Community Partnerships

EHSD seeks to partner with nonprofits, businesses, faith groups, philanthropic organizations and others in an effort to improve big social problems. This FHS agenda item will give EHSD an opportunity to update the committee on innovative partnerships that support our residents.

3. Family Justice Center & Commercially Sexually Exploited Children

EHSD, through Zero Tolerance for Domestic Violence, is leading efforts to enhance and build a Family Justice Center (FJC) network in Contra Costa. Currently there is an FJC in Richmond, and one in development in Concord. These are multi sector/department initiatives with high visibility. Additionally efforts to develop and accelerate more services for commercially sexually exploited children are underway and EHSD seeks to apprise FHS of that work in 2015.

SEMI-ANNUAL REPORTING

During the December 8, 2016 meeting of the Family and Human Services Committee the committee directed Health Services Department staff to begin reporting to them bi-annually regarding Referral #61 - HIV Prevention/Needle Exchange Program and to submit a report directly to the Board of Supervisor in the intervening years. When this referral was first made, the program was new and funding for the program was inadequate. Since that time funding has stabilized and the program is running well. The Committee felt that a bi-annual report was sufficient.

CONSEQUENCE OF NEGATIVE ACTION:

The preferences of the Board of Supervisors will not be made clear regarding the current and future workload of the Committee.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 6, 2015

Subject: State Fire Marshal's Review of Kinder Morgan's Integrity Management Program for Pipelines in Contra Costa County

RECOMMENDATION(S):

RECEIVE report regarding the Office of the State Fire Marshal's review of Kinder Morgan's Integrity Management Program for pipelines in Contra Costa County, as recommended by the Transportation, Water and Infrastructure Committee.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

In February 2013, Supervisor Andersen requested that the Hazardous Materials Commission (Commission) provide input on whether the Kinder Morgan pipeline running parallel to the Iron Horse Trail through Central Contra Costa County contains the adequate number of valves and the right type of valves to protect nearby communities in the event of a spill or explosion. A concern was raised by nearby residents as a result of the role inadequate valves played in the San Bruno Pacific Gas and Electric Company (PG&E) pipeline explosion.

The Kinder Morgan Pipeline is governed by federal regulations found in 49CFR 195 enforced by the Pipeline and Hazardous Materials Safety Administration (PHMSA) which is part of the Federal Department of Transportation (DOT). The relevant section of CFR195 is section 452, which governs pipeline integrity management in high consequence areas. The Kinder Morgan pipeline

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Carrie Ricci, (925)
313-2235

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

is considered a high consequence area. The Office of the State Fire Marshal (OSFM) is certified by DOT/PHMSA to conduct inspection and enforcement of federal pipeline safety regulations on intrastate pipelines in California.

Federal regulations state that an operator must take measures to prevent and mitigate the consequences of a pipeline failure that could affect a high consequence area. These measures include conducting a risk analysis of the pipeline segment to identify additional actions to enhance public safety or environmental protection. Such actions may include, but are not limited to, implementing damage prevention best practices, better monitoring of cathodic protection where corrosion is a concern, establishing shorter inspection intervals, installing EFRDs (emergency flow restriction devices) on the pipeline segment, modifying the systems that monitor pressure and detect leaks, providing additional training to personnel on response procedures, conducting drills with local emergency responders and adopting other management controls.

The Commission tried to ascertain whether such an analysis had been done on this segment of the Kinder Morgan pipeline, and the results and evaluation of that analysis, by contacting Kinder Morgan, PHMSA and the State Fire Marshal.

On March 11, 2014, the Board of Supervisors approved sending a letter to OSFM requesting a review of Kinder Morgan's Integrity Management Program (IMP) for their pipelines in Contra Costa County and to share the results of the analysis with the Transportation, Water and Infrastructure Committee.

Staff from OSFM completed an inspection of Kinder Morgan's IMP in July 2014 and attended the December 4, 2014 Transportation, Water and Infrastructure Committee Meeting to present a summary of their findings.

CONSEQUENCE OF NEGATIVE ACTION:

There will continue to be questions regarding Kinder Morgan's IMP.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Report



OSFM Pipeline Safety Inspection of Kinder Morgan's Integrity Management Program

December 4, 2014 – Martinez, CA

Contra Costa County Board of Supervisors

Transportation, Water, and Infrastructure Committee Meeting

OSFM Pipeline Safety – Overview



- Staffing and Office Locations
- OSFM Regulated Pipelines and Facilities
- OSFM Inspection Responsibilities
- SFM Authority and Federal Partner
- Integrity Management Program – what is it?
 - Program Elements
- Kinder Morgan Intrastate Integrity Management Program Inspection
- Concluding Remarks

OSFM Pipeline Safety – Staffing



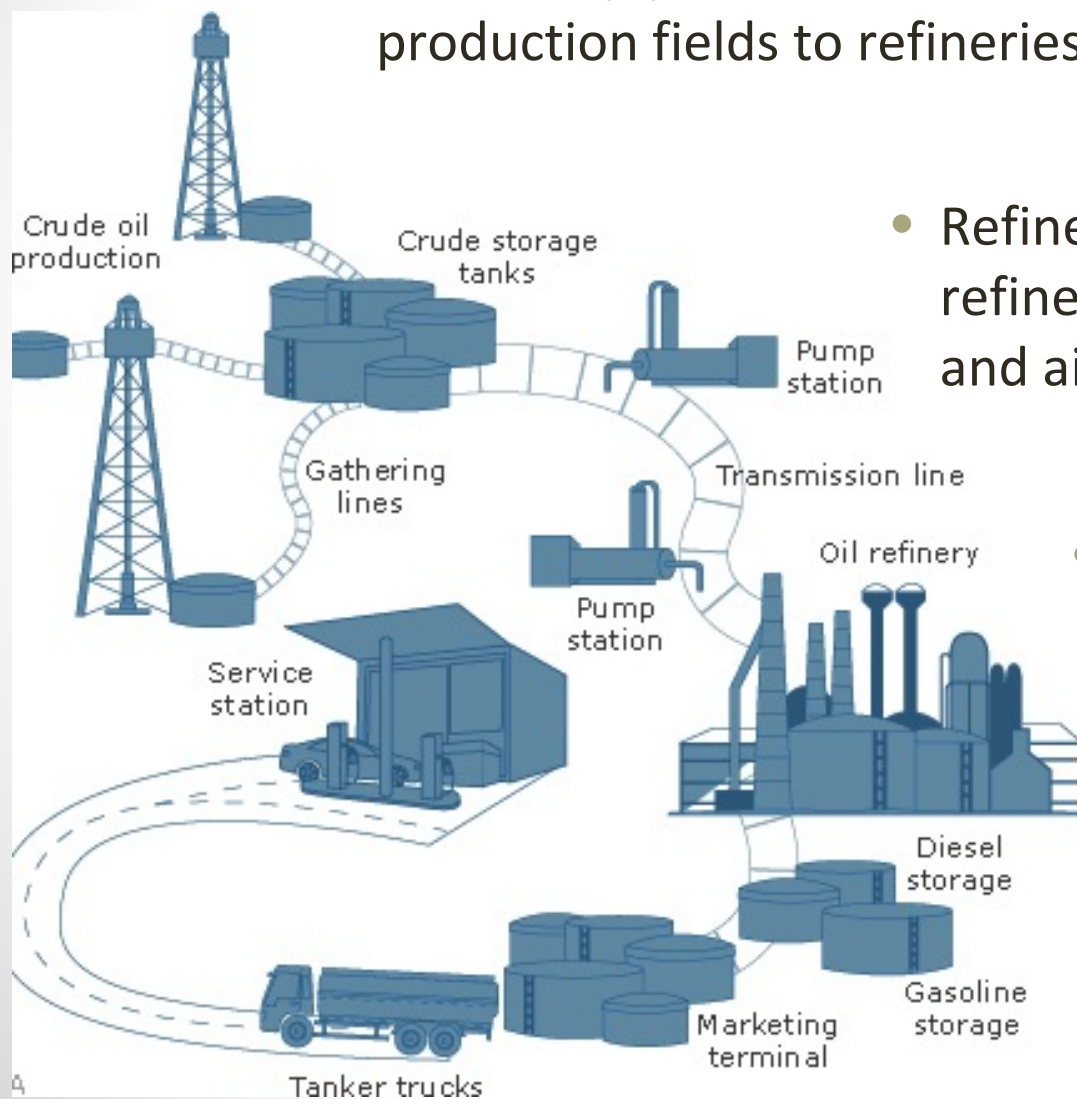
- **Inspection Staffing:**
 - Division Chief
 - 1 Supervising Pipeline Safety Engineer (1 vacancy)
 - 4 Pipeline Safety Engineers (6 vacancies)
 - 2 Retired Annuitants (1/2 time)

- **Office Locations:**
 - Sacramento
 - Bakersfield
 - Lakewood (LA area)

OSFM Pipeline Safety – Jurisdictional Pipelines/Facilities



- Crude oil pipelines from onshore and offshore production fields to refineries



- Refined product pipelines from refineries to marketing terminals and airports

- Highly Volatile Liquid Pipelines

- Breakout Tanks

OSFM Pipeline Safety – Federal/State Partnership



- The State Fire Marshal is certified by DOT/PHMSA to conduct inspection and enforcement of federal pipeline safety regulations on intrastate pipelines in California.
- Effective January 1, 2013, the inspection of the interstate pipelines in California was turned back to the federal Pipeline and Hazardous Materials Safety Administration (PHMSA).
- The decision to end California's interstate agent agreement was necessitated by the shortage of inspectors and the need to focus resources on the remaining 4,500 miles of intrastate pipelines.

OSFM Pipeline Safety – Jurisdictional Pipelines in Statewide

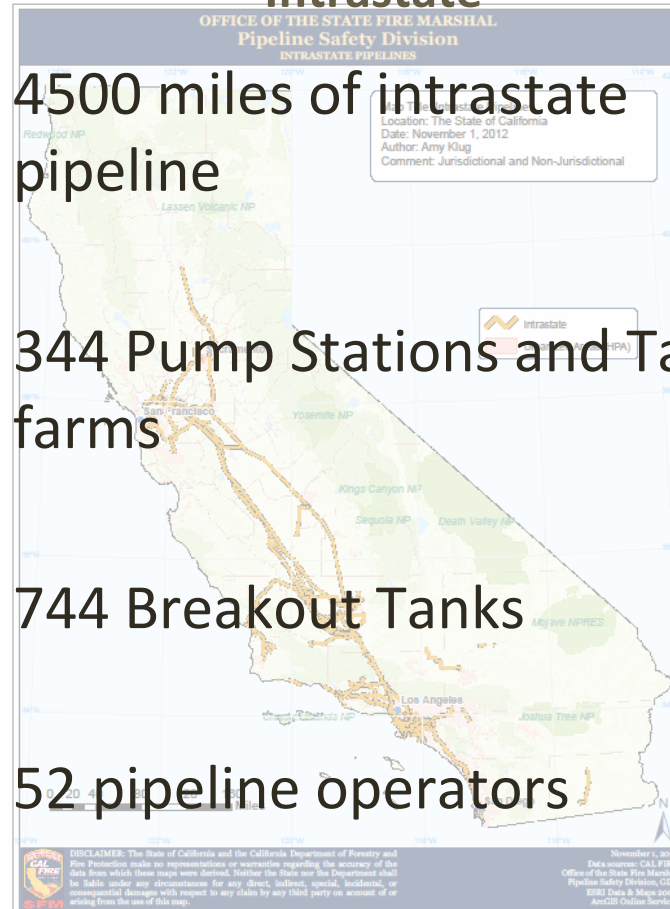


Intrastate and Interstate



Intrastate

- 4500 miles of intrastate pipeline
- 344 Pump Stations and Tank farms
- 744 Breakout Tanks
- 52 pipeline operators



OSFM Pipeline Safety – Pipelines in Contra Costa County

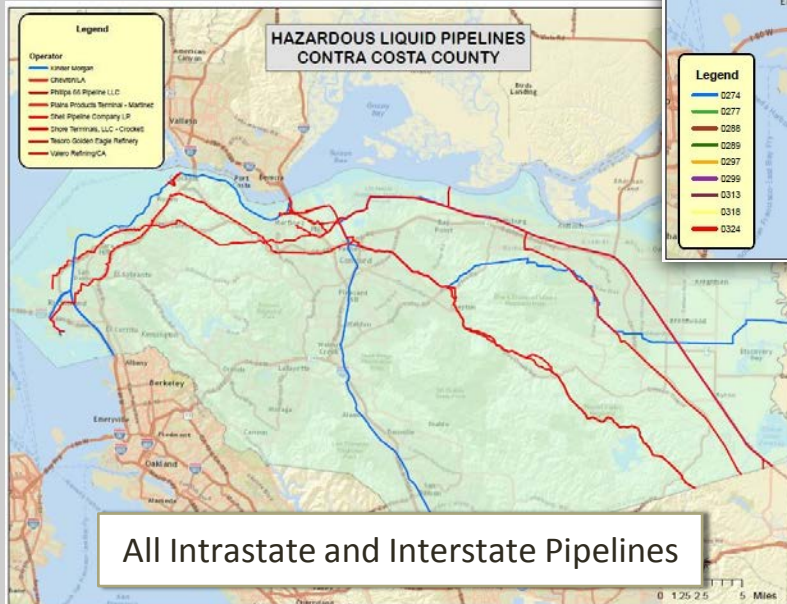
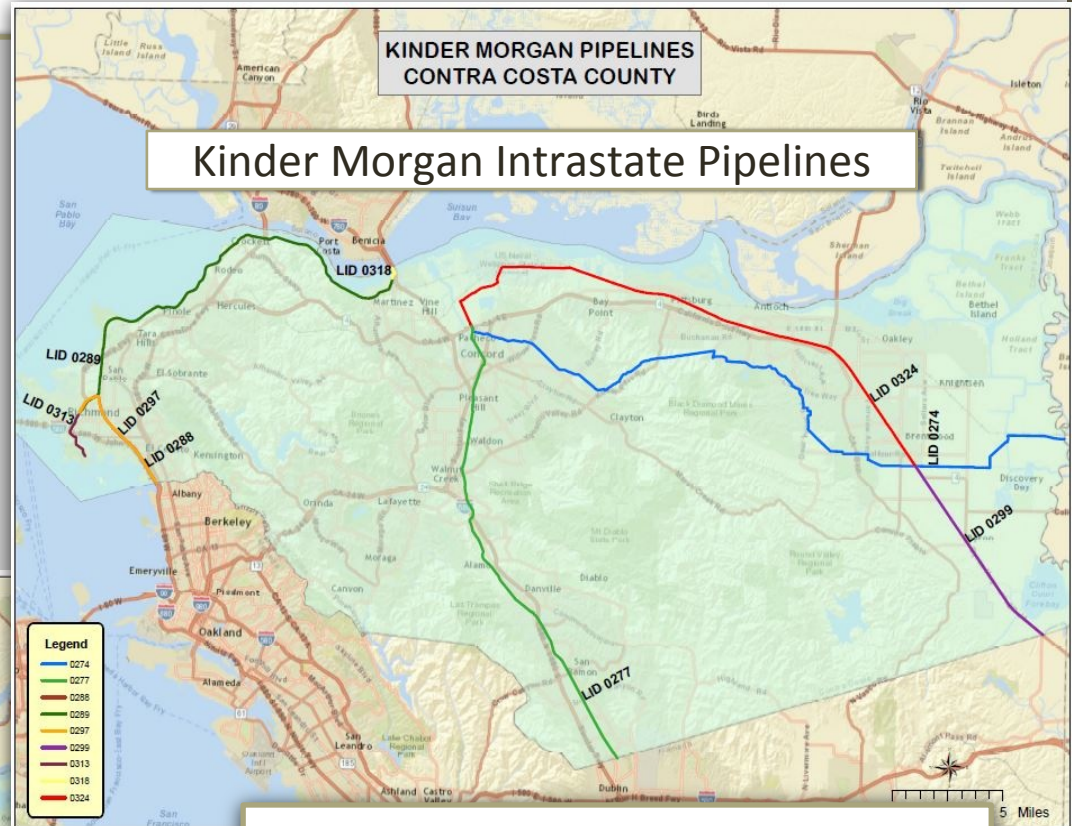


Intrastate Hazardous Liquid Pipeline Operators – (Contra Costa County Only)

- Total operators: 9

Intrastate Pipeline Mileage – (Contra Costa County Only)

- Total Miles: 993
- Kinder Morgan Miles: 419



All Intrastate and Interstate Pipelines

There are 9 Kinder Morgan Intrastate pipelines in Contra Costa County. Each of these lines were included in this IMP inspection plus two additional pipelines that travel from Oakland to Brisbane.

OSFM Pipeline Safety – Types of Inspections



OSFM utilizes a risk-based inspection approach based on available resources.



- Standard (Comprehensive)
- Construction
- Accident Investigations (Leaks)
- Integrity Management
 - Program (Procedures)
 - Field (Hydrostatic tests, ILI)
- Operator Qualification
 - Program, Field
- Breakout Tank
- Drug and Alcohol
- Public Awareness
- Control Room Management

OSFM Pipeline Safety – Additional Requirements



- Train Derailments
- Encroachment Issues
- Safety Related Conditions
- Local Assistance
- Training
- Spill Drills
- Public Requests
- Media Request



OSFM Pipeline Integrity Program – Hydrostatic Pressure Tests/ILI

Ca. Govt. Code 51010-51019



Beginning in 1984, the California State Fire Marshal has required all intrastate pipelines over 10 year of age to be periodically hydrotested or internally inspected at intervals not to exceed 5 years.



- Program started with the passage of the Elder Pipeline Safety Act
- Requires Operators to pressure test each Hazardous Liquid Pipeline every 5 years
- Independent Testing Companies/Witnesses
- Test must be documented and sent to OSFM
- Many Operators utilize high tech In-Line Inspection (ILI) tools
- Testing and Repairs may be monitored by OSFM

DOT/PHMSA Integrity Management Program – Elements (Protocols)

195.452 (f)



Beginning in 2001, DOT/PHMSA required all pipeline operators to comply with the Liquid IM Rule. The Liquid IM Rule specifies how pipeline operators must identify, prioritize, assess, evaluate, repair and validate the integrity of hazardous liquid pipelines that could, in the event of a leak or failure, affect High Consequence Areas (HCAs) within the United States. HCAs include: population areas; areas containing drinking water and ecological resources that are unusually sensitive to environmental damage; and commercially navigable waterways.



GOALS: Improve pipeline safety through:

- accelerating the integrity assessment of pipelines in High Consequence Areas,
- improving integrity management systems within companies,
- improving the government's role in reviewing the adequacy of integrity programs and plans, and
- providing increased public assurance in pipeline safety.

Kinder Morgan Integrity Management Program Inspection – Overview



- A DOT-PHMSA Team Inspection of Kinder Morgan's Integrity Management Program was completed in June 2010.
- OSFM completed an Inspection of Kinder Morgan's Integrity Management Program in July 2014.

- Inspection Forms
- Protocols Reviewed
- Inspection Findings



Kinder Morgan Integrity Management Program Inspection – DOT/PHMSA IMP Elements (Protocols)

195.452 (f)



1. Identifying Segments that Could Impact HCAs

- High Population Areas and Other Populated Areas
- Commercially Navigable Waterways
- Unusually Sensitive Areas of Environment
 - Drinking Water USA
 - Ecological USA (see 195.6)

2. Baseline Assessment Plan

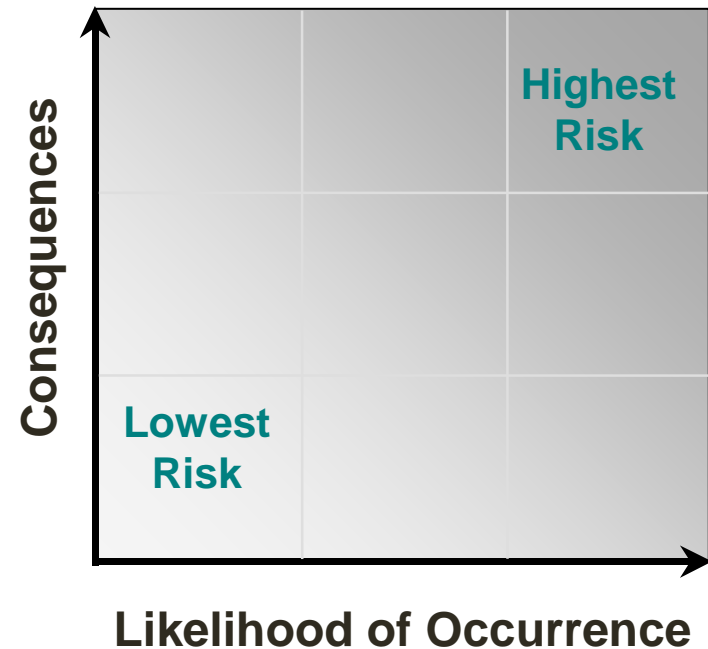
Completion Date

- February 18, 2003
- 1 Year after the pipeline begins operation

DOT PHMSA reviewed Kinder Morgan's Baseline Assessment Plan during the 2010 Integrity Management Program Inspection. There were no potential issues identified in Protocol 2 (Baseline Assessment Plan) during the PHMSA 2010 inspection. Kinder Morgan has not constructed any new INTRASTATE pipelines in Contra Costa County or identified any new High Consequence Areas since the 2010 DOT PHMSA Integrity Management Inspection that would require a Baseline Assessment.

3. Integrity Assessment Results Review

4. Remedial Action - Making Mitigation and Repair Decision

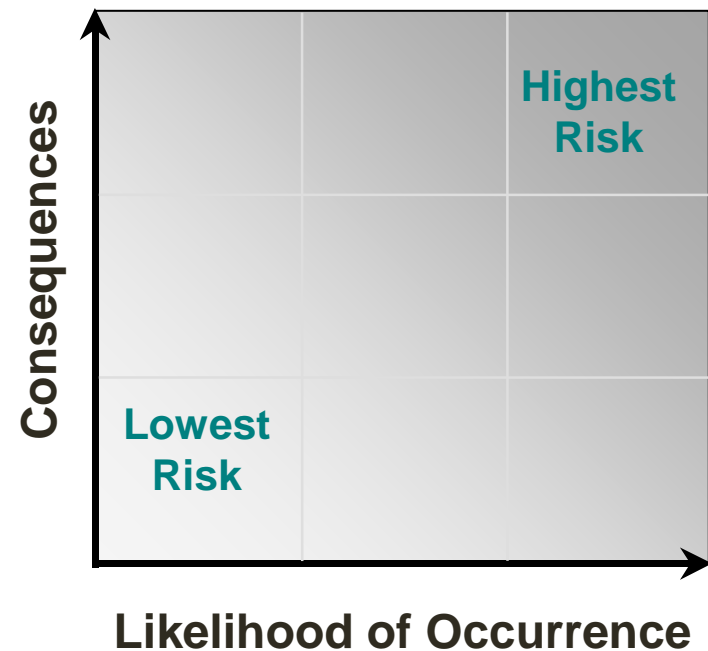


Kinder Morgan Integrity Management Program Inspection – DOT/PHMSA IMP Elements (Protocols)

195.452 (f)



5. Risk Analysis - Integrating and Analyzing Risk Information
6. Identifying Additional Preventive and Mitigative Measures
7. Continual evaluation and assessment of pipe integrity
8. Operator Measures Program Performance



Kinder Morgan Integrity Management Program Inspection – Identify Segments that Could Impact an HCA



Kinder Morgan uses the PHMSA National Pipeline Mapping System (NPMS) High Consequence Area (HCA) dataset as a baseline for their HCA model. Their HCA dataset is updated annually using input from field Subject Matter Experts that document new HCA's, changes in existing HCA's, or changes to the system that may not have been captured during the Management of Change (MOC) process. Their contractor, American Innovations (AI), receives an updated NPMS HCA layer from Kinder Morgan prior to performing the HCA Impact identification. AI performs the six types of analysis for Kinder Morgan using a combination of its risk analysis software, Risk Intelligence Platform (RIPL™), and its HCA analysis software, Risk Consequence Analysis Tool (RiskCAT)

1. Direct Analysis
2. Indirect Analysis
3. Terrain Analysis
4. Direct Watershed Analysis
5. Indirect Watershed Analysis
6. Pool Fire Analysis

Kinder Morgan Integrity Management Program Inspection – Integrity Assessment Results Review



The Kinder Morgan Analysis Profile specifies In-Line Inspection Tool requirements (i.e. tool type, reporting specifications, ILI vendor personnel qualifications, etc.). Kinder Morgan is notified by the ILI vendor of all Immediate Repair Conditions by phone, email, and written. Kinder Morgan then determines for each Immediate Repair Condition if the maximum operating pressure of the line must be lowered, the line needs to be shut down, or a safety related condition exists.

According to regulations, once an operator discovers a condition the operator is required to determine if the condition meets any of the rule's special requirements for scheduling remediation. The assessment records reviewed during this IMP Inspection show that all repair conditions ("immediate repair," 60-day, 180-day, and "other" conditions) had been discovered within 180 days of running the ILI tool.



Kinder Morgan procedures require that only qualified individuals review and analyze information generated from integrity assessments. ILI vendor personnel evaluating integrity assessment results will be level II qualified per API 1163 and ASNT ILI-PQ-2005. Kinder Morgan personnel involved in the review and evaluation of integrity assessment results possess at least, or work with someone who has Bachelor of Science Degree in an engineering discipline or equivalent experience.

Kinder Morgan Integrity Management Program Inspection – Remedial Actions (Repairs)



If KM is unable to meet the schedule for any conditions which meet the definitions of Part 195.452 (h), then KM will provide notification to PHMSA justifying the reason the schedule cannot be met and that the change will not jeopardize public safety or environmental protection.

The ILI Action Plans reviewed during this IMP inspection show that each repair condition was repaired or remediated within the required time.

Immediate Repair Conditions are provided to Kinder Morgan by the ILI vendor in a verbal, written, or preliminary report. Kinder Morgan will review the report and complete any actions required within five working days of receiving the report (i.e. reduce pressure to safe limits or shut down the pipeline) or the condition will be considered a safety related condition that requires reporting to PHMSA. If more than one anomaly site has been identified as an immediate repair condition, Kinder Morgan will prioritize the repair work based on the severity of the anomaly and the proximity of HCA locations



Immediate Repair Conditions

- Immediate reduction of pressure or shutdown (within 5 business days of discovery) until appropriate repairs are completed

60-Day Repair Conditions

- Scheduled for evaluation and remediation within 60 days of discovery

180-Day Repair Condition

- Scheduled for evaluation and remediation within 180 days of discovery.

Kinder Morgan Integrity Management Program Inspection – Risk Analysis



Kinder Morgan uses the Risk Intelligence Platform (RIPL™) to spatially align the risk data (i.e. pipe data, coatings, crossings, one-call records, geographic data, assessment results, CIS data, CP readings, PIRR, Foreign Line Crossing Reports, Subject Matter Expert input, and more) into the KM PODS database.

Kinder Morgan calculates the Risk of Failure by multiplying the weighted threat (Likelihood of Failure) and consequence (Consequence of Failure) scores. Kinder Morgan's Likelihood of Failure categories include; External Corrosion Threat, Internal Corrosion Threat, Stress Corrosion Cracking, Manufacturing Threat, Construction Threat, Equipment Threat, Third Party Damage, Incorrect Operations, and Weather Related Outside Force. Kinder Morgan's Consequence of Failure categories are Consequence to the Public and Consequence to the Environment.



Kinder Morgan employs a Risk Management Team to run the risk database audit and perform quality control analysis. The Kinder Morgan Risk Management Team includes the Risk Manager, GIS PODS Database Team (consisting of GIS Manager and 4 Pacific Region Gatekeepers), and the KM Contactor American Innovations (consisting of three Risk Engineers and two GIS Database Specialists).

Kinder Morgan Integrity Management Program Inspection – Additional Preventative and Mitigative Actions

Kinder Morgan completes a Pipeline System P&MM Analysis Sheet for each pipeline system except those pipeline segments that are found to have sufficient P&MM's and require no additional P&MM's. The justifications are submitted to the KM Risk Manager for review and approval. A Pipeline System P&MM Analysis Sheet was completed for all but one INTRAstate pipeline in Contra Costa County.

Kinder Morgan did not complete a Pipeline System P&MM Analysis Sheet on their LS74 (CSFM 0313) pipeline. An In-Line Inspection was completed on this line in 2012 with no integrity management conditions identified and there were no newly identified “could affect” high consequence area. Kinder Morgan stated that they would perform the P&MM Analysis in 2017 after the next ILI assessment is complete.



The action items identified for the pipelines in Contra Costa County include sending all Right-of-way (ROW) inspectors to the 1-week Kinder Morgan ROW college, monitor wash outs and unstable slopes, input cathodic protection data using Allegro units, drill with local Emergency Responders, continue to update alignment sheets, and increased aerial patrols (weekly). Each of these action items are on-going.

Kinder Morgan Integrity Management Program Inspection – Continual Evaluation of Pipeline Integrity



Kinder Morgan bases the periodic evaluation and assessment intervals of their pipelines on in-service failures, past and present integrity assessment results, analysis of information from other surveys and inspection, repairs and P&MM implemented, risk factors, and risk analysis. This is discussed by the risk team at the end of the ILI Assessment. As a minimum standard, KM reassesses each pipeline segment that could affect an HCA at intervals not to exceed 5 years from the previous assessment. Variance from the 5-year assessment interval are permitted only in circumstances where an engineering basis for a variance is established or the technology required is unavailable.



Kinder Morgan Integrity Management Program Inspection – Measure Program Performance



KM continually evaluates and revises their Integrity Management Program Manual to reflect new operating and industry experience, include the conclusions drawn from integrity management process results, and incorporate the evolution of tools and techniques as they become available.

KM utilizes lessons learned from audits and accident investigations to make improvements to their program. Findings from integrity activities and risk reduction activities (ex. install flow meter on other end to have a mass balance, P&MM, relocation) are also considered.

KM measures performance against other operators in the industry (information is obtained from regulatory agencies and industry organizations)

Performance Measures and Goals:

- Reduce total volume of unintended releases
- Reduce total number of unintended release
- Document the percentage of integrity management activities completed during the year
- Track & evaluate the effectiveness of KM's outreach activities
- Internal audits of pipeline systems
- External audits of pipeline systems
- Operations events that have the potential to adversely affect pipeline integrity.
- Demonstrate that the integrity management program supports continuous risk reduction activities with a focus on high risk items. As assessments, repairs, and procedural or process changes are made, operating risk for individual segments and pipelines should be reduced.
- Demonstrate that the integrity management program for pipeline stations and terminals supports continuous risk reduction activities with a focus on high risk items
- Narrate descriptions of pipeline system integrity, including performance improvements
- Provide increasingly useful decision-making assistance and information by suggesting effective preventative and mitigative strategies

Kinder Morgan Integrity Management Program Inspection – Take Away



Kinder Morgan IMP Inspection – Conclusions

1. KM is dedicated to having qualified and experienced personnel developing, managing, and implementing their IMP program. KM commits a considerable volume of resources to maintain the integrity of their pipelines.
2. Significant leaks have dramatically dropped in the past 10 years. One reportable release on a KM pipeline in CCC within the last 10 years (38 barrels from block valve). Part of this success can be attributed to KM finding and repairing anomalies in their lines before they develop into a release and a concerted effort to reduce 3rd Party Damage.
3. KM incorporates information from each of their Business Units and field Subject Matter Experts in the evaluation of their IM Program
4. KM continues to improve their IM Program. Including developing new technologies and analysis for detecting anomalies, hiring additional ROW personnel and developing new processes to limit 3rd party damage, developing and mandating a line rider college, and providing public awareness presentations to emergency responders and schools.





Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: January 6, 2015

Subject: 2014 Advisory Council on Aging Annual Report

RECOMMENDATION(S):

ACCEPT the 2014 Contra Costa County Advisory Council on Aging Annual Report as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:

Not applicable.

BACKGROUND:

On June 18, 2002, the Contra Costa County Board of Supervisors adopted Resolution No. 2002/377, requiring that each regular and ongoing board, commission and/or committee shall annually report to the Board of Supervisors on the activities, accomplishments, membership attendance, required training and certification programs, and proposed workplace objectives for the following year. The attached report is submitted to fulfill that requirement for the Advisory Council on Aging.

CONSEQUENCE OF NEGATIVE ACTION:

Not applicable.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Elaine Burres,
313-1717

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

By: , Deputy

cc:

ATTACHMENTS

2014 ACAO Annual
Report

CONTRA COSTA COUNTY

ADVISORY COUNCIL ON AGING

ANNUAL REPORT



JANUARY – DECEMBER 2014

[This page was left blank intentionally.]

CONTRA COSTA COUNTY

Advisory Council on Aging

Officers:

- Dr. Robert Leasure, President – 2nd Term
- Gerald Richards, First Vice President – 2nd Term
- John Rinaudo, Second Vice President – 2nd Term
- Richard Nahm, Secretary – 2nd Term
- Gail Garrett, Treasurer – 2nd Term

Current Roster of Members as of December 1, 2014:

Juliana Boyle
Fritz Brunner
Mary Bruns
Deborah Card
Nina Clark
Cynthia Clearwater
Darlene Commiskey
Jennifer Doran
Mary Dunne Rose
Rudy Fernandez
Susan Frederick
Dorothy Gantt
Gail Garrett
Ella Jones
David Joslin
Keith Katzman

Arthur Kee
Joanna Kim-Selby
Shirley Krohn
Robert Leasure
Arthur Mijares
Richard Nahm
Nuru Neemuchwalla
Earle Ormiston
Michael Prilutsky
Gerald Richards
Nell Ryan
Richard SanVicente
Edward Schroth
Ron Tervelt
Patricia Welty
Rita Xavier

Advisory Council Objectives

The Council shall provide a means for countywide planning, cooperation and coordination for individuals and groups interested in improving and developing services and opportunities for older residents of this county. The Council provides leadership and advocacy on behalf of older persons and serves as a channel of communication and information on aging issues.

The Council advises each: the Area Agency on Aging on the development of its Area Plan, the Bureau of Aging and Adult Services, Employment and Human Services and the Board of Supervisors. The Area Agency on Aging Area Plan is based on unmet needs and priorities experienced by older persons, as determined by assessments and input from the senior network throughout the County.

ANNUAL REPORT
TABLE OF CONTENTS

REPORT	PAGE
- President's Report / Executive Summary	1
Committee Reports	
- Planning	2
- Membership / Nominating	2
Work Group Reports	
- Housing	3
- Health	4
- Legislative Advocacy	4
- Transportation	5
Special Reports	
- Senior Nutrition Program	6
- Proposed: Outreach & Education Work Group	7

[This page was left blank intentionally.]

The Contra Costa County Advisory Council on Aging advises the Area Agency on Aging in all matters related to the development and administration of senior programs in accordance with the mandates of the Older Americans Act. The Council is comprised of forty member seats appointed by the Board of Supervisors in partnership with local cities and Commissions on Aging, the Advisory Council on Aging Membership Committee, and a designated advisory group – the Nutrition Council. A majority of the Advisory Council on Aging must be age sixty or older. Members represent the geographic, economic, disability, cultural, sexual orientation, and ethnic diversity of the County.

The Advisory Council on Aging has been active in many areas. We had a very successful disaster preparedness program at the Concord Senior Center presented by the new Outreach and Education work group. We have been very active in advocating for Older Americans Act programs, including Ombudsman and Older Adult Mental Health issues. Our work groups have studied and advocated for various legislative issues as well as prevention of physical and financial elder abuse, the Patient Protection and Affordable Care Act, and emergency medical response issues.

Federal programs have also been studied and tracked, particularly Medicare/Medicaid; Social Security; and nutrition programs, including food stamps (Otherwise Known As: CalFresh). The Meals on Wheels program helps our homebound elderly, who are often afflicted with isolation and loneliness. The Advisory Council on Aging and its work groups will continue their endeavors on all these problems.

Unfortunately, we have had a fairly large turnover of Council members in 2014, and our bylaws changes have not yet been accepted. This combination impairs our ability to achieve a quorum.

Robert D. Leasure, M.D.
President, Advisory Council on Aging



Robert Leasure, M.D.
Advisory Council on Aging President

Activities

- Monthly Meetings
- Work with Area Agency on Aging on the development of the Area Plan and Updates
- Conduct annual contractor reviews awarded by Public Service Area 07
- Report to Executive Committee

Accomplishments

Members continued to meet with contracted providers to monitor the performance of each program, making suggestions for improvements to programs and program monitoring as appropriate. Planning Committee will continue to work with the Area Agency on Aging on the Development and review of the Public Service Area 07 Area Plan with updates. The Committee provides regular reporting to the Executive Committee including recommendations. Ed Schroth, Chair of the Planning Committee is currently on a Leave of Absence. Susan Frederick is assisting the Committee in the interim until a new Chair can be identified. The Committee's newest members include: Deborah Card, Ella Jones, Arthur Kee and Ron Tervelt. Beverly Wallace has resigned. Currently there are five active members and one member on Leave; one additional member is being sought. Staff assisted the Committee Chair to provide background and training for the new members.

2015 Work Plan - Group Goals

Continue monthly meetings and work closely with the Area Agency on Aging staff to plan services that benefit older adults. The Committee is mindful of the growing needs of older adults and will make recommendations for contracting out additional program services/funding. The Committee will continue to hear annual contractor program reviews to monitor progress.

Susan Frederick

Planning Committee, Chair (Interim)

MEMBERSHIP / NOMINATING COMMITTEE REPORT**January – December 2014****Current Membership Committee Roster:**

Susan Frederick	District I
Nell Ryan	District II
Arthur Kee	District III
Richard Nahm (Chair)*	District III
Capt. Nuru Neemuchwalla	District IV
Edward Schroth	District V
Patsy Welty	Member at President's Discretion

* Chair Membership Committee and Nominating Sub-Committee; President's Appointment

ACTIVITIES:

Monthly Meetings	Membership Recruitment
Attendance Reviews	Appointments/Resignations
Eligibility Reviews	Report to Executive Committee

ACOMPLISHMENTS:

In January 2014, we had ten vacancies – five At Large and five Local Committee representatives. As of today, we have eight vacancies – two At Large and six Local Committee representatives. Throughout the year, we have received 5 resignations and have requested 1 At Large position be vacated. Additionally, the Membership Committee has interviewed numerous applicants for vacant seats and recommended their appointments. We have also monitored the attendance of members and taken required actions to encourage full participation at meetings.

During 2014, the Cities of Clayton, Richmond, Pinole and Lafayette have been unable to fill their seats. These are diverse Senior populations whose needs and perspectives the Advisory Council on Aging membership wishes to include. We have recently received notice from the City of Clayton that an application has been received and a representative may be soon in place.

The most formidable issue that reduces the effectiveness of our Council is the definition of a quorum as outlined in our Advisory Council on Aging By-Laws and currently written as “majority of seats authorized.” Members experience absences due to emergencies, health, family, work and vacation. As a result, some of our meetings were delayed and one was cancelled due to an inability to achieve a quorum. Furthermore, new appointments to the Advisory Council on Aging can take two to six months to complete. This delay has resulted in one applicant’s withdrawing her offer to serve.

To remedy the present quorum issue, the Advisory Council on Aging By-Laws Ad Hoc Committee recommended in 2013 that the Advisory Council on Aging By-Laws document be revised to read a “majority of seats filled”. The latest changes were submitted in March of 2014.

2015 WORK PLAN

- Maintain a full Advisory Council on Aging membership
- Recruit District II Representative on the Membership Committee
- Apply and track membership eligibility requirements
- Track attendance problems
- Conduct New member Orientations
- Report to the Executive Committee

Richard Nahm

Membership Committee Chair

HOUSING WORK GROUP REPORT

January – December 2014

Activities

- Monthly Meetings
- Educational Presentations

Accomplishments

The Advisory Council decided to reinstitute the Housing Work Group in 2014. I called the first meeting for the second Wednesday in March. About six people attended and we discussed goals and objectives for the group without reaching a consensus on anything except the need to recruit more members. That meeting was the “highlight” in many ways. Throughout the year the Work Group never attracted a sufficient number of attendees to make any progress toward a plan for attacking the extreme shortage of affordable, appropriate senior housing. At our November meeting there were two Work Group members and our support staff member in attendance. Plans were made at that meeting to

design a survey to distribute first to Advisory Council members and then to seniors countywide. We plan to follow this initial survey with a survey of housing developers to collect information about the barriers to the profitable development of universally designed housing, affordable by low income seniors.

Providing appropriate, universally designed, housing that is affordable by seniors with low income is a serious and very challenging issue. In the best of circumstances the need for appropriate housing is so great that it will take decades to remedy, which fact discourages people from working on the issue. That is the major challenge we face in trying to constitute the Housing Work Group. As the Work Group Chair, I will continue to work to recruit members and advocate for constructing universally designed housing that is affordable for “ordinary” people and produces communities that one can live in for a lifetime.

Gerald T. Richards

Housing Work Group Chair

HEALTH WORK GROUP REPORT

January – December 2014

Activities

- Monthly Meetings
- Educational Presentations
- Advise and educate the community on issues impacting the health of older adults
- Track and support legislation that improves older adult health and healthcare delivery systems

Accomplishments

In 2014 the Health Work Group conducted presentations and has interviewed community leaders including Debbie Le Veen PHD, Professor Emeritus at San Francisco State, Jeff Carman Fire Chief Contra Costa County Fire Protection District as well as regular reporting from work group members on Association of American Retired Persons, Doctors Hospital., Legislative Updates including: California Association of Retired Americans and Older Adult Mental Health.

Continued Areas of Focus:

- Emergency Transportation services -identified lack of consumer appeals process; pursued efforts to assure that an adequate consumer appeals process is included in the new contract.
- Established a liaison with the older adult mental health services community.

2015 Work Plan - Group Goals

- Continue to monitor contract process with respect to emergency transportation services, to assure an adequate consumer appeals process.
- Monitor and advocate for all legislative efforts regarding geriatric health, including mental health issues and long term care insurance programs, especially any new ones from our State and Federal government.
- Identify issues as year progresses and define appropriate action plans.
- Monitor and advocate for other aspects of senior health issues and take appropriate action.

Edward Schroth / Susan Frederick

Health Work Group Co-Chairs

LEGISLATIVE ADVOCACY WORK GROUP

January – December 2014

Activities

- Monthly Meetings (September-December Recess) held the fourth Wednesday of each Month: January through August – Recess September through December
- Track California State and Federal legislation affecting older adults
- Conduct a legislative update meeting for Advisory Council on Aging members to summarize results from the 2014 Annual California Senior Legislature Session held in October in Sacramento.

Accomplishments

- Identified legislation that work group members would “adopt”, track, and make recommendations to either support or watch.
- Support letters written for Assembly Bill 2623 Peace Officer Standards & Training, Assembly Bill 997 California Senior Legislature, Assembly Joint Resolution 29 Cuts to Senior Nutrition Programs, 12 letters in support of California Advocates for Nursing Home Reform Residential Care Facility for the Elderly proposals, Assembly Bill 1453 Southern California Veterans Cemetery.
- Several Communities Against Senior Exploitation presentations were made to aging organizations throughout the County.

2015 Work Plan - Group Goals

- Review Top Ten and Top four legislative proposals submitted by the California Senior Legislature. Review other aging legislation for potential support. Work group members to identify legislation they will review and determine which proposals to support or watch.
- Recruit more members to the Work Group.

Shirley Krohn / Joanna Kim-Selby

Legislative Advocacy Work Group Co-Chairs

TRANSPORTATION WORK GROUP

January – December 2014

Activities

- Monthly meetings
- Advocacy for transportation for older adults

Accomplishments

- Senior Mobility Action Council members worked toward the goal of supporting Mobility Management in Contra Costa through working with the Paratransit Coordinating Council, the County Connection, and coordination with other transportation agencies.
- Senior Mobility Action Council increased our profile in local communities.
- Volunteerism, senior transportation, and funding for senior programs and services were advocated for at community meetings, workshops, conferences and in publications.
- Five Advisory Council on Aging members met with Mark Stivers, Consultant to the Senate Committee on Transportation and Housing to advocate for universal design in housing and ongoing funding for senior transportation.
- San Ramon, Concord and the Monument Community Partnership were provided support in their transportation efforts. Concord set up the Taxi Scrip program through the Concord Senior Center.
- Participation at monthly meetings has increased.
- An informational newsletter focused on volunteerism and senior transportation has been prepared and was approved by the Advisory Council on Aging Executive Committee. Copies were distributed to members of the Advisory Council on Aging.

- Communication strategies advocating for Senior Transportation are being developed.
- The Senior Mobility Action Council Mission Statement was revised to the following: To address transportation barriers and gaps in service experienced by Contra Costa older adults through education, advocacy, and the promotion of effective coordination of services and mobility management that enhances the autonomy and independence of older adults in Contra Costa County.

2015 Work Plan - Group Goals

- Advocate for and actively support Mobility Management in Contra Costa.
- Advocate for and support city-based transportation programs.
- Advocate for and support increased volunteerism in senior transportation.
- Advocate legislation that supports, preserves, and encourages senior mobility.
- Provide leadership and support at conferences, workshops, and committees related to Senior Mobility.
- Build capacity by recruiting new members and increasing participation in the monthly meetings.
- Advocate for making it safer for senior pedestrians.
- Plan a public workshop to be delivered in 2015 or early 2016, to include a panel of programs as well as the launch of the Senior Mobility Action Council Newsletter and “*Way to Go, Contra Costa*”.
- Complete the revision of “*Way to Go, Contra Costa*”; post it on the Senior Mobility Action Council page of the Advisory Council on Aging website; publish a paper copy for distribution.

Mary Bruns

Transportation Work Group Chair

Senior Mobility Action Council (Otherwise Known As: Senior Mobility Action Council)

SENIOR NUTRITION PROGRAM

January – December, 2014

Activities

- Deliver delicious and nutritious meals for homebound seniors
- Contra Costa Cafes: provide healthy meals and safe, friendly opportunities for older adults to socialize with others who have similar interests
- Deliver hope to Contra Costa’s older adult population

Accomplishments

The Senior Nutrition Program and its companion agency Home Delivered Meals, has delivered healthy meals to Contra Costa seniors for 40 plus years. The program serves adults with Acquired Immune Deficiency Syndrome and those who have a disability, allowing them to live independently, well into their 70’s 80’s and 90’s. Contra Costa County menus exceed the Department of Aging and Title VII United States Dairy Association recommendations. A new frozen meals delivery truck has been delivered. More meals can be delivered to homebound elders on certain routes where there are not enough daily volunteer drivers. Each client will be delivered seven frozen meals to ensure they will have nutrition every day. The clients like the idea as they will have a choice of what they would like to eat each day.

Representatives working to improve the Meals on Wheels of Contra Costa, Inc. website hope to reach out to more donors. Plans are underway to celebrate the Meals on Wheels 50th Anniversary in September of 2015. The 2014 Poker Tournament was a success to benefit Meals on Wheels was a success.

2015 Work Plan

- Increase participation in all Contra Costa cafes
- Increase awareness of socialization benefits of participation

- Raise awareness of cafe sites
- Recruit volunteer drivers to serve homebound elders

Gail Garrett

Nutrition Council President

Advisory Council on Aging Representative

Outreach & Education Work Group

January – December, 2014

Proposed Work Group: Background

As an outgrowth of the Advisory Council on Aging Membership Committee, the 'Marketing Team' (ad-hoc) began to develop ways to reach out to the surrounding older adult community and the provider network established to serve local seniors. The group eventually adopted a new name and elected to assume full work group status as the Council's, 'Outreach and Education Work Group.' With approval from the Advisory Council on Aging membership, the Executive Committee formalized the transition by including the newly formed work group in the 2014 revised Advisory Council on Aging Bylaws submitted to the Board of Supervisors in February.

2014 Meetings

- Held the 4th Monday of each Month
- Members / Community Supporters: Earle Ormiston, Gail Garrett, John Rinaudo, Ella Jones and Sheri Richards.
- Staff: John Cottrell, Scott Danielson and Nhang Luong

2014 Activities and Accomplishments:

- Central Contra Costa County Disaster Preparedness Presentation: On May 15, the Outreach and Education Work Group joined with County and City of Concord staff to host the Advisory Council on Aging's largest community presentation in 2014. The event received wide community support that included Tim Grayson, Mayor - City of Concord and Avis Connelly, Program Manager - Concord Senior Center. More than 200 Contra Costa County residents were served.

Proposed 2015 Work Plan:

- Prepare and deliver a Disaster Preparedness presentation in East Contra Costa County, to be held at the Pittsburg Senior Center during the first half of 2015.
- Continue to encourage other Advisory Council on Aging members to join in the activities of the Outreach and Education Work Group.

Earle Ormiston

Outreach & Education Chair

Senior Mobility Action Council

Advisory Council on Aging
2014 Annual Report



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: January 6, 2015

Subject: RECEIVE and ACCEPT the 2014 Annual Report of the Alamo Municipal Advisory Council (AMAC) as recommended by Supervisor Andersen.

RECOMMENDATION(S):

RECEIVE and ACCEPT the 2014 Annual Report of the Alamo Municipal Advisory Council (AMAC) as recommended by Supervisor Andersen.

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 shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year, on the second Tuesday of December.

The attached reports fulfill this requirement for the Alamo Municipal Advisory Council (AMAC).

CONSEQUENCE OF NEGATIVE ACTION:

Alamo Municipal Advisory Council (AMAC) would not be in compliance with Resolution 2002/377.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Jen Quallick
925/957-8860

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

By: , Deputy

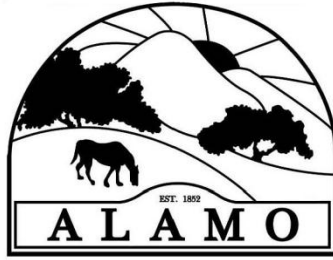
cc:

CHILDREN'S IMPACT STATEMENT:

None.

ATTACHMENTS

Alamo MAC Annual Report 2014



Contra Costa County

2014 Annual Board Report – Alamo Municipal Advisory Council

Advisory Body Name: Alamo Municipal Advisory Council

Meeting time/location: 1st Tuesday of the month, 6 p.m. Alamo Women's Club, 1401 Danville Boulevard, Alamo, CA (Alternate Location: Hap Magee Ranch Park, 1025 La Gonda, Danville, CA)

Chair: David Barclay

Vice Chair: Anne Struthers

Members: Mike McDonald, Ed Best, David Bowlby (January – March), Steve Mick, Susan Rock, Jill Winspear (July – December), Aron DeFerrari (Alternate, voting member only when another member is absent, September – December)

Subcommittees:

- Parks and Recreation – David Barclay, Ed Best, Steve Mick
- AOB Subcommittee for downtown – David Barclay, Mike McDonald, Susan Rock, Anne Struthers
- AOB Subcommittee for Schools – Ed Best, Steve Mick, Susan Rock
- Land Use – David Barclay, Jill Winspear, Michael McDonald
- Alamo Police Services Advisory Committee – Anne Struthers
- Hap Magee Dog Park – Mike McDonald

Staff Support: Gayle Israel and Donna Maxwell (Jennifer Quallick starting in December)

Activities and Accomplishments

- Reviewed and provided recommendations for 31 land use applications in Alamo.
 - Provide forum for public comments
- Reviewed and provided recommendations regarding proposed budgets for CSA R-7A, and Landscape and Lighting Zones 36, 45, and 54.
- Provided oversight and recommendations regarding CSA R-7A recreational programming (4 concerts in the park, and movie nights).
- Reviewed and provided recommendations for a YMCA Recreation Program that will serve Alamo residents. This included several meetings with YMCA and Public Works

representatives including the discussion and recommendation for contract terms, user fees, and financial subsidy using R7-A funds, if necessary.

- Provided recommendations based upon public input regarding projects to be included in the County AOB/CRIPP list for the Alamo area. The projects focused on pedestrian safety and included the following:
 - A signalized intersection at Livorna Road and Wilson to improve pedestrian safety for the Alamo Elementary School. (project currently under construction)
 - Striping improvements for the intersection of Jackson Way and Danville Boulevard in the downtown area. (project completed over the summer)
 - Final design and cost estimate for a downtown roundabout at the intersection of Orchard Court, Danville Boulevard, and the main entrance to the shopping plaza.
- Continued to follow up and monitor Public Works progress regarding the approved Bocce Ball Court project at Livorna Park. The East Bay Regional Park District approved funding for the project using Measure WW funds. The project is fully funded and waiting for final plans and implementation.
- Worked with Public Works regarding the preservation of the downtown Boulevard of Trees.
- Recommended to Supervisor Andersen the acquisition of .70 acres at the corner of Danville Boulevard and Hemme Way for the purpose of developing a Iron Horse Trail side park. This property was successfully acquired from the San Ramon Valley Fire District in July 2014.
 - Currently working with Public Works in the park planning and community outreach efforts.
- Reviewed and recommended the construction of a memorial labyrinth located at Hap Magee Park. The Alamo Methodist Church sponsored this effort.
- Relocated meeting location from Hap Magee Park to the Alamo Women's Club, which is more centrally located.
- Continued relationship development with the Alamo Improvement Association.

Work Plan and Objectives for 2015

- Monitor and make recommendations regarding proposed expenditures by CSA R-7A and the lighting and landscaping districts.
- Proceed with a phased sidewalk improvement and tree protection program on Danville Boulevard with Zone 36 funds as available.
- Continue working with Public Works in the implementation of the AOB projects identified above.
- Work with the Alamo Police Services Advisory Committee to complete the installation of traffic speed feedback signs on both ends of downtown on Danville Boulevard.
- Continue working with Public Works to complete the design and proceed with the construction of two bocce ball courts in Livorna Park.
- Continue to provide recreation programming in the form of movie night at Livorna Park and the Summer Concert Series at Livorna Park.

- Through the Parks and Recreation subcommittee, continue the search for additional park sites for Alamo.
- Monitor and evaluate the results of the new YMCA Recreational Programming for Alamo. Make recommendations for adjustments, as necessary.
- Evaluate and develop recommendations for land-use applications that come before the MAC to ensure compliance with code requirements, consistency with the community of Alamo, and listen to public concerns and opinions on such matters.
- Continue the planning and community outreach efforts for the new Hemme Park. Recommend a final site plan and start the CEQA approval process.

Attendance

- January – Struthers absent
- February – All present
- March – All present
- March Special Meeting – Bowlby & Mick absent
- April – Mick absent
- May – All present (Bowlby resigned on April 24, 2014)
- June – All present (Jill Winspear appointed as new member)
- July – Barclay & Winspear absent
- August – Summer Recess, no meeting
- September – All present (Aron DeFerrari appointed as an alternate member)
- October – Struthers absent, DeFerrari as a voting member
- November – All present
- December – All present

Meeting Summary

- 12 Regular MAC Meetings, 4 Parks and Recreation Subcommittee Meetings, 2 AOB Downtown Subcommittee Meeting



Contra
Costa
County

To: Board of Supervisors

From: FAMILY & HUMAN SERVICES COMMITTEE

Date: January 6, 2015

Subject: Annual Report on HIV Prevention and the Needle Exchange Program

RECOMMENDATION(S):

ACCEPT annual report from the Health Services Department on HIV Prevention and the Needle Exchange Program as recommended by the Family and Human Services Committee.

FISCAL IMPACT:

No fiscal impact from this report.

BACKGROUND:

The HIV Prevention/Needle Exchange program was referred to the Family and Human Services Committee in October 2002. The issue was discussed four times during 2003 and was subsequently closed. The referral was then re-opened on January 4, 2005. Since that time the Family and Human Services Committee has discussed the surrounding issues ten times, including the latest report from the Health Services Department on December 8, 2014.

the Family and Human Services Committee requested the report and slide presentation be sent to the Board of Supervisors for their information and that the Department be requested to report bi-annually to the Committee with a report directly to the full Board of Supervisors in intervening years.

CONSEQUENCE OF NEGATIVE ACTION:

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

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

Contact: Dorothy Sansoe,
925-335-1009

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

2014 Report

HIV and Needle Exchange Program Slide
Presentation

RECOMMENDATIONS

- 1) Accept this report on needle exchange as part of the comprehensive prevention program to reduce transmission of HIV in Contra Costa County.
- 2) Direct the Health Services Department to continue supporting and monitoring needle exchange services and to report back to the committee biennially as required by law.

SUMMARY

This report satisfies State regulatory requirements to maintain needle exchange services in Contra Costa. Neither Needle Exchange nor legislative changes allowing pharmacies to dispense syringes without a prescription have had any apparent negative effect on Contra Costa.

Currently, 2025 individuals are living with HIV or AIDS in Contra Costa. The major demographics of the total number of people living with HIV and AIDS remains largely unchanged over the past several years with the exception that the data demonstrates a deceleration of HIV attributed to injection drug use from earlier years. The percentage of new HIV (not AIDS) infections attributed to Injection Drug Use are dramatically reduced.

Management of needle exchange services was successfully transitioned to HIV Education and Prevention Project of Alameda County (HEPPAC) and services which had been declining over time have now stabilized. The Health Department continues to provide \$54,000 in County general funds annually to support the operation of Needle Exchange services. Services are provided in West and East County on a weekly basis and are reaching those in need. There has been a sharp uptick in referrals for health and supportive services this past fiscal year.

There is no evidence that needle exchange services and the increased accessibility of syringes for purchase at pharmacies have negatively impacted law enforcement in terms of exposure to blood borne pathogens. The availability of needle exchange as part of a comprehensive continuum of services for injection drug users is a necessary Public Health measure to continue to reduce transmission of blood borne diseases, and as such should remain available in Contra Costa County.

BACKGROUND

A recent California Department of Public Health (CDPH) Office of AIDS report indicates that of the reported 117,553 people living with HIV/AIDS in California in 2012, 15% identified their risk for HIV as injection drug use (IDU). Further, the CDPH Office of Viral Hepatitis estimates that at least 60% hepatitis C virus (HCV) infections in the state are associated with injection drug use. Lack of access to new, sterile injection equipment is one of the primary risk factors that may lead to sharing of hypodermic needles and syringes, which puts people who inject drugs at high risk for HIV and HCV, as well as for hepatitis B infection¹.

Needle exchange has been a component of Contra Costa's strategy to reduce the transmission of HIV attributed to Injection Drug Use (IDU) since 1999, when a formal declaration of a State of Emergency to authorize needle exchange services was required by law. H&S Code Section 121349.3 now requires the local health officer to present information about Syringe Exchange at an open meeting of the authorizing body. The information is to include, but is not limited to, relevant statistics on blood-borne infections associated with syringe sharing and the use of public funds to support syringe exchange. In 2006, the Contra Costa Board of Supervisors:

- Terminated the local State of Emergency first declared on December 14, 1999;
- Authorized the Health Services Department to administer a clean needle and syringe exchange project pursuant to Health and Safety Code section 121349 et seq; and
- Directed the Health Services Director to annually report to the Board on the status of the clean needle and syringe exchange project.

From 2005-2010, California piloted a Disease Prevention Demonstration Project (DPDP) in various locations across the State to assess the potential to reduce transmission of HIV by increasing access to sterile needles and syringes. The project evaluation showed that participating counties, including Contra Costa, saw lower injection-related risks among people who inject drugs. Additionally, evaluators of the pilot project found lower levels of unsafe discard of used syringes, no increase in the rate of accidental needle-stick injuries to law enforcement and no increase in rates of drug use or drug-related crime.

As a result of the success of the DPDP, legislation was passed in 2011 that expanded syringe access through pharmacies throughout the state. Reporting requirements were also changed to a biennial report. The most recent legislation, Assembly Bill (AB) 1743 (Ting, Chapter 331, Statutes of 2014) further expands access by allowing customers to purchase and possess an unlimited number of syringes. Participating pharmacies must provide counseling and offer information on safe disposal. The law goes into effect January 1, 2015.²

¹ <http://www.cdph.ca.gov/programs/aids/Pages/OASAMaterials.aspx>

² The full report of the evaluation can be accessed on the California Department of Public Health, Office of AIDS website

REDUCING TRANSMISSION OF DISEASE

As of December 31, 2013, 2025 individuals were reported living with HIV or AIDS (PLWH/A). Two hundred sixty five (265) of these individuals were newly diagnosed with HIV between 2011 and 2013³. The demographics of the total number of people living with HIV and AIDS remains largely unchanged over the past several years with some shifts continuing between those newly diagnosed and those living with HIV. The total number living with HIV and AIDS is up about 2% from the prior year's report.

	People Living with HIV and AIDS. N= 2025	New HIV infections, 1/1/11-12/31/13. N=265
Male	82%	89%
African American	30%	33%
White	44%	32%
Hispanic	20%	25%

The increase in PLWH/A remains largely among Men who have Sex with other Men (MSM), while the increase among the recently diagnosed is largely attributed to "No Risk Reported", a category which applies primarily to heterosexual transmission in which the risk of the partner is unknown. Most individuals with an unidentified/unreported risk are females.

	People Living with HIV and AIDS. N= 2025	New HIV infections, 1/1/11-12/31/13. N=265
MSM	63%	68%
IDU	11%	2%
MSM/IDU	5%	3%
Heterosexual	12%	5%
Risk Not Reported	9%	22%

The data demonstrates a deceleration of HIV attributed to injection drug use from earlier years, when injection drug users comprised about 25% of all People Living with AIDS in Contra Costa⁴. The most recent published California data for 2013 shows that statewide about 7 percent of those living with HIV or AIDS report injection drug use as their primary risk. While Contra Costa continues to have a higher percentage of individuals living with HIV or AIDS who attribute their infection to injection drug use than the State, the figures are now more closely aligned than in the past, and the number of newly infected are dramatically lower still. Statewide, injection drug users (IDUs) who also report MSM activity account for about 7.6 percent of those living with HIV or AIDS.⁵ It is important to remember that most estimates continue to project that one in five Americans with HIV do not yet know they have the virus.

³ Contra Costa Public Health Division Epidemiology, Planning and Evaluation Program, Unpublished update September 2014.

⁴ Contra Costa Public Health Division report, July 2006. http://cchealth.org/health-data/pdf/hiv_2006_07.pdf

⁵ HIV/AIDS Surveillance in California as of December 2013:

<http://www.cdph.ca.gov/data/statistics/Pages/OASS2013Stats.aspx><http://www.cdph.ca.gov/programs/aids/Documents/RSEpiProfileUpdate2009.pdf>

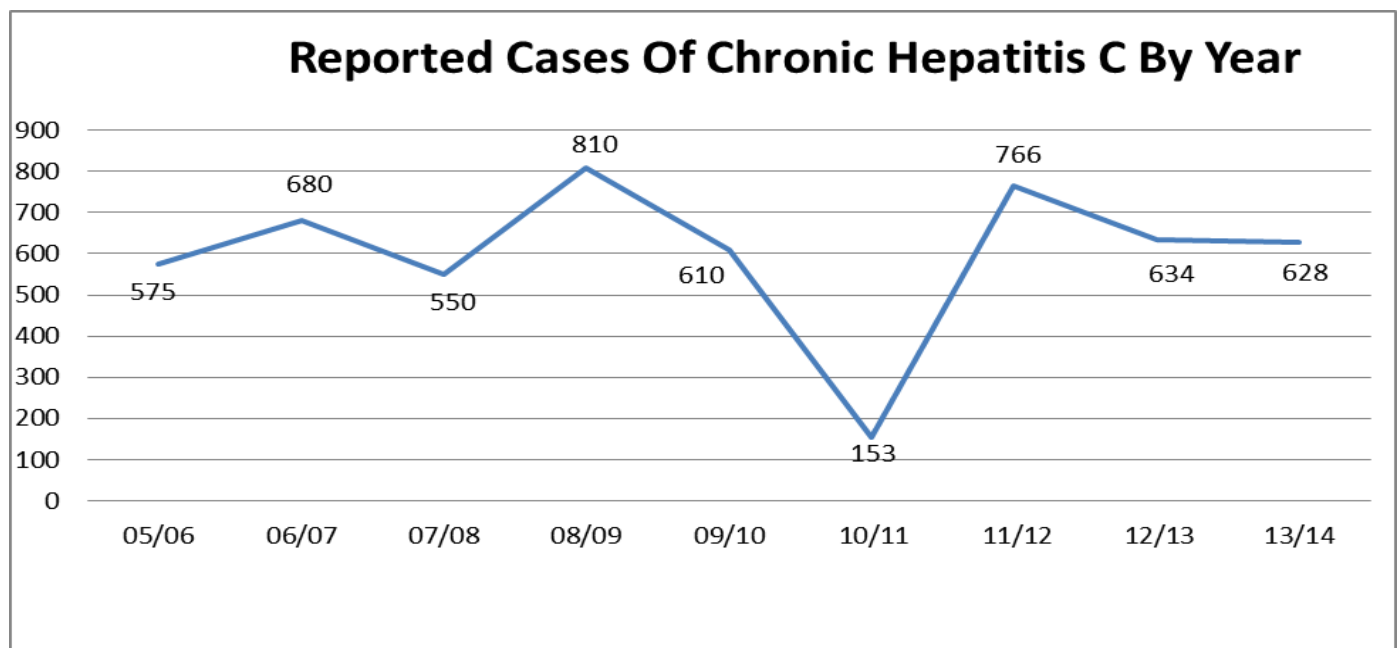
The three cities most impacted by HIV in Contra Costa are the City of Richmond with 359 PLWH/A, Concord with 296, and Antioch with 211. Roughly 34% of all individuals living with HIV or AIDS reside in West County. Approximately 40% of all cases reside in Central County and 26% in East County. There are no plans to modify needle exchange site locations at this time.

Maternal Transmission

There is no comprehensive tracking of maternal transmission since the Stanford project was defunded in 2009. Of the 2,025 individuals living with HIV or AIDS, 43 (2%) are 12 years of age or younger. These exceedingly small numbers are attributed to earlier diagnosis and treatment of HIV positive women to interrupt the transmission of HIV to their unborn children.

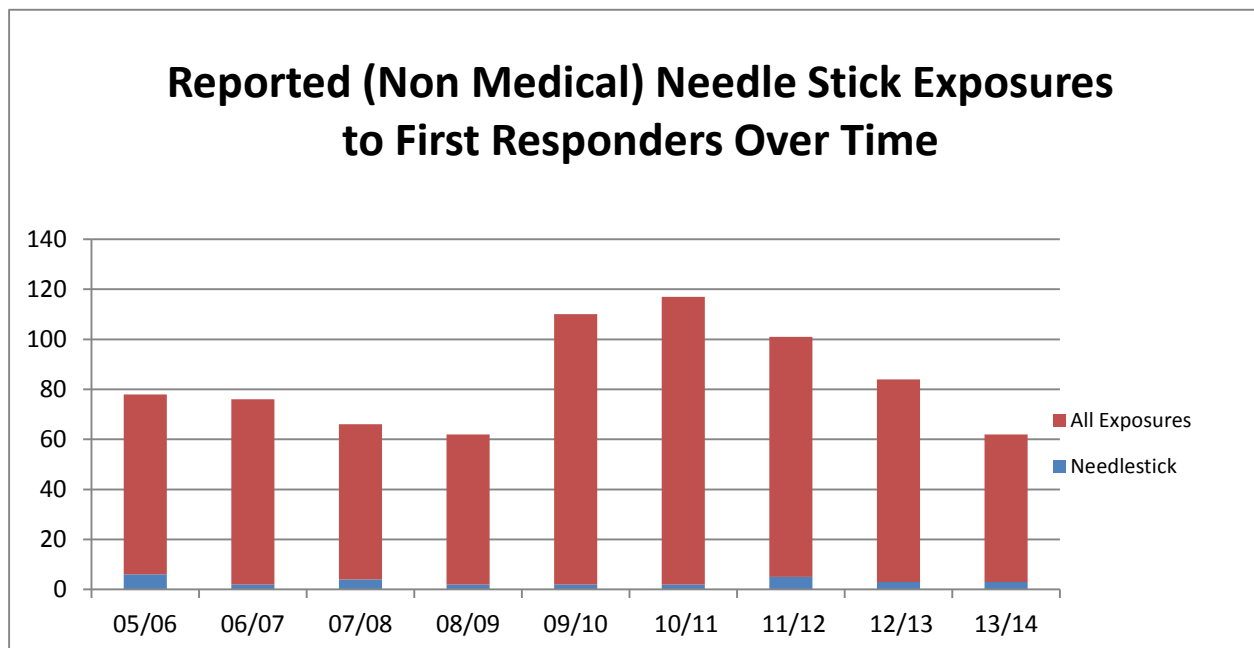
Hepatitis C

Hepatitis C infection (HCV) is largely attributed to the use of contaminated needles. Chronic HCV can lead to scarring of the liver, cirrhosis, liver failure and/or liver cancer. In Contra Costa, the number of chronic Hepatitis C carriers continues to decline from a high of 1,400 cases reported in 1999. However, reporting data for Hepatitis C remains somewhat unreliable due to variation in medical provider reporting capacities and ongoing changes to the way data is collected and reported within the State database. That being said, the number of confirmed chronic cases reported in the past two fiscal years appears to have stabilized.



Exposure Impact on Law Enforcement and First Responders

Occupational exposure to needlestick injuries for first responders remains low. The Public Health Communicable Disease Control Program continues to review reported exposures to ensure that law enforcement and first responders have access to the information, care and treatment needed to ensure their health and wellbeing following any exposure. Prepackaged kits containing all necessary paperwork and blood collection tubes are provided to CML, the lab under contract with the Sherriff's Department, to ensure the correct process is followed and proper documentation provided. Printed materials are also available on our website at <http://cchealth.org/aids/syringe-exchange.php>. First responders reported 3 needlestick injuries not related to the provision of emergency medical care between July 1, 2013 and June 30 2014⁶.



Needle Exchange Services, Fiscal Year 13/14

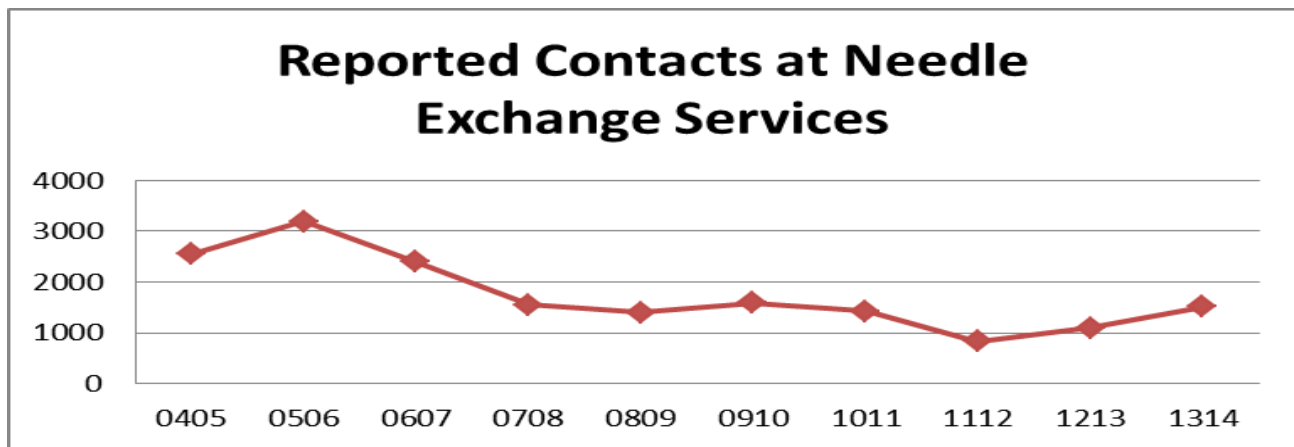
Needle exchange services in the region rely on a combination of county general funds and other funding secured through foundations and other organizations. The budget funds two outreach workers, a site supervisor, staff training, and supplies. Since the change in service providers to HIV Education and Prevention Project of Alameda County (HEPPAC) two years ago, service delivery performance has improved. The increase in services is largely attributed to having a stronger structure and better organizational support within the agency. In FY 1314, HEPPAC provided 306 referrals to health care, substance use treatment, and other resources. The number of African Americans and Hispanics served through needle exchange continues to grow: FY 1314 reports show a 63% increase in African Americans served through all sites.

⁶ Contra Costa Health Department Communicable Disease Program

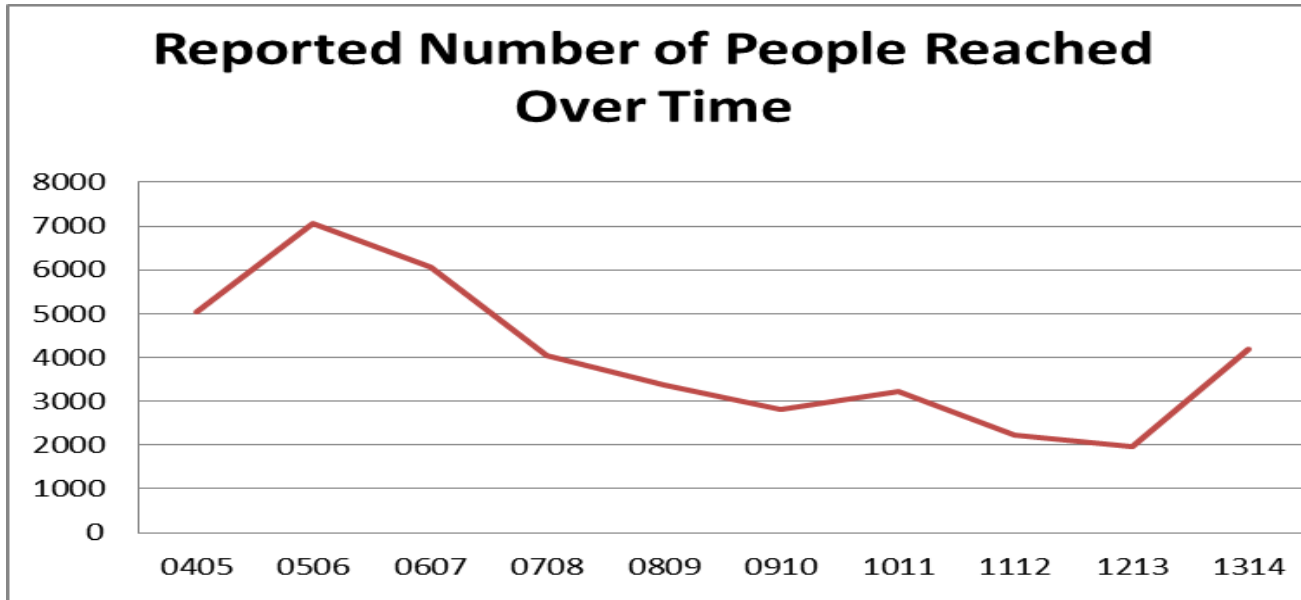
Ethnicity Totals		
	12/13	13/14
African American	382	622
White	534	694
Latino/Hispanic	177	183
Native American	1	3
Asian/Pacific Islander	5	5
Other	1	3
Total	1100	1509

Of the 1509 contacts served in the year, 935 (approx. 62%) were male. A total of 48% of the contacts were in East County and 52% in West County. The data reported by HEPPAC shows a community shift toward increasing site access at the East Contra Costa sites, where greater numbers of Hispanics and Whites are now being seen at needle exchange.

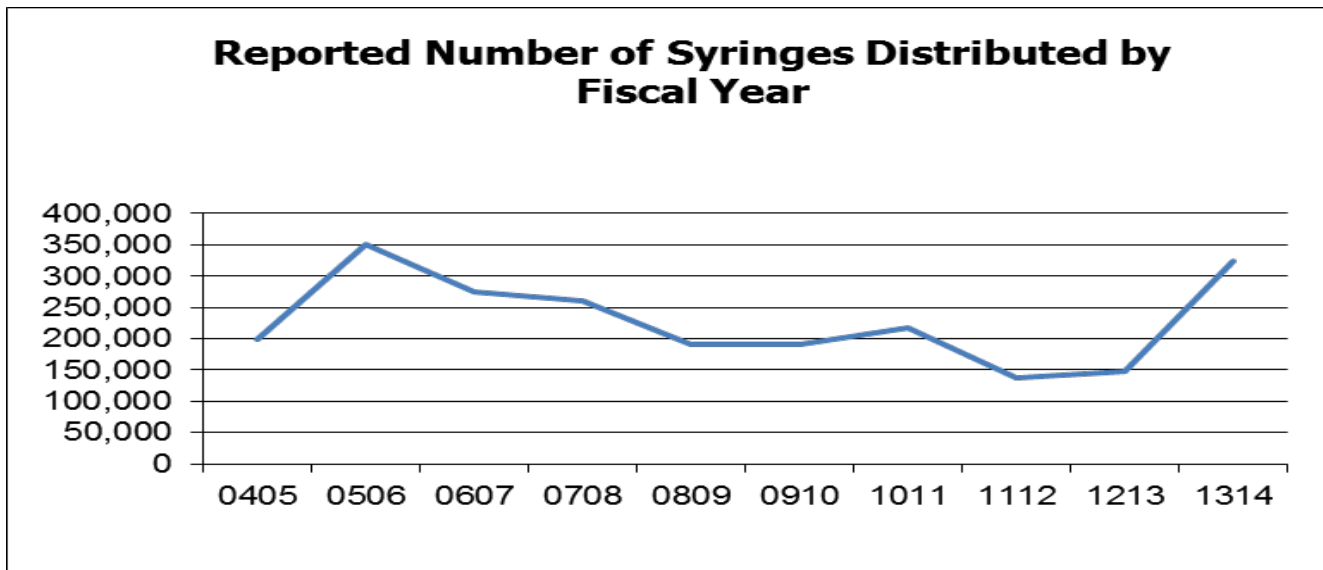
One-for-one syringe exchange continues to be the core operating principle of needle exchange, and individuals access services for themselves or exchange on behalf of others. "Contacts" refers to the individuals accessing a site. Service delivery numbers have been restored, or now exceed, the service level from 5 years ago.



Individuals bringing in syringes for others, referred to as a secondary exchange, are the "Reported Number of People Reached by Needle Exchange Services", below. While the percentage increased by about 37% from the number in the previous year, these figures are duplicated.



Finally, the total number of syringes distributed over time is increased by nearly 71% from FY 0910. Again, the increase is largely attributed to having a stronger agency managing the program.



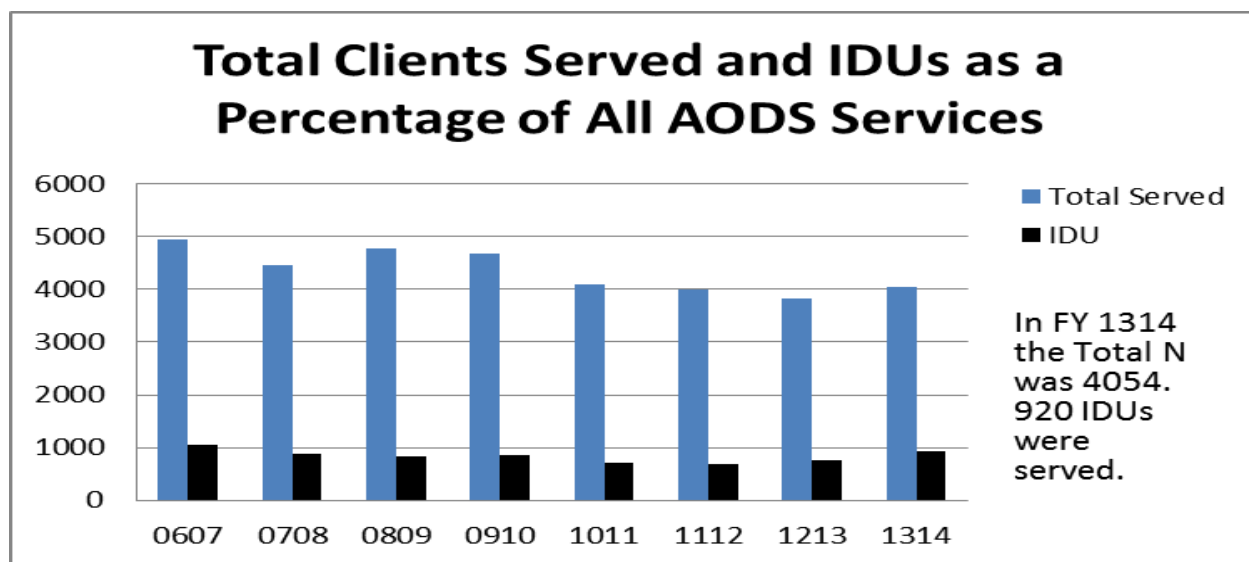
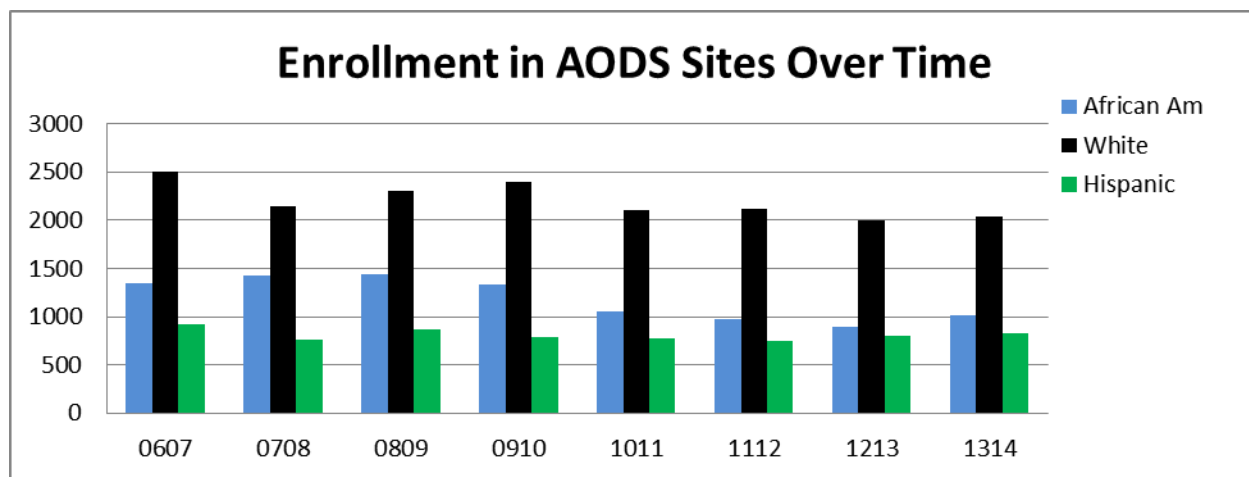
HEPPAC is performing above expectations and will continue to provide the services in both East and West Contra Costa on a weekly basis.

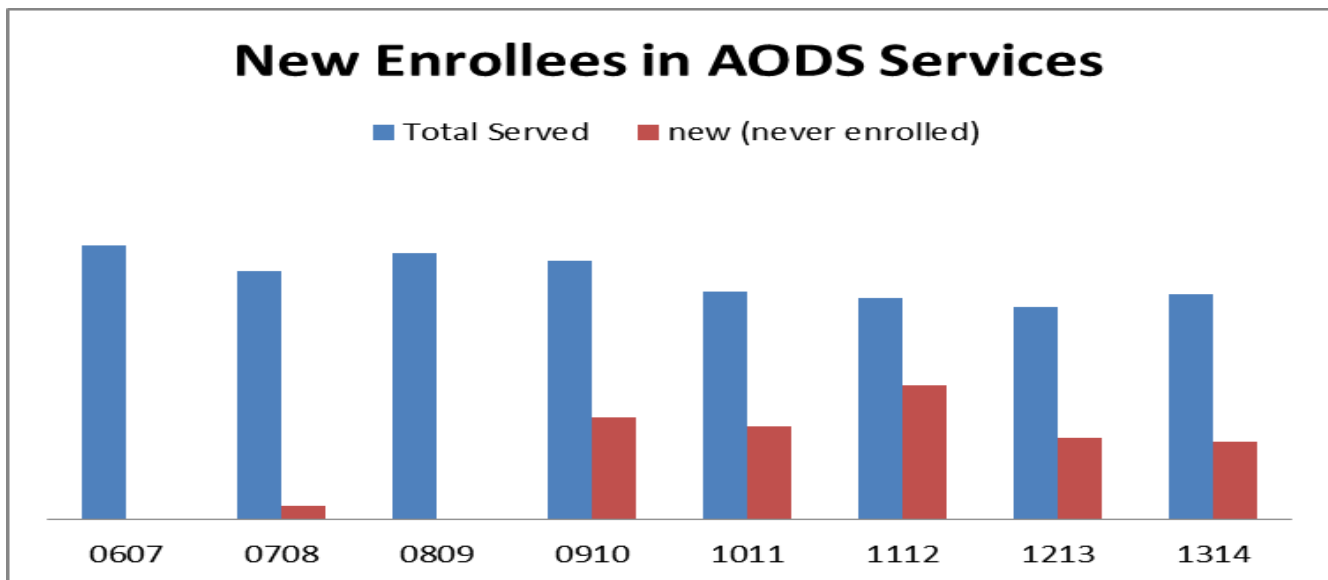
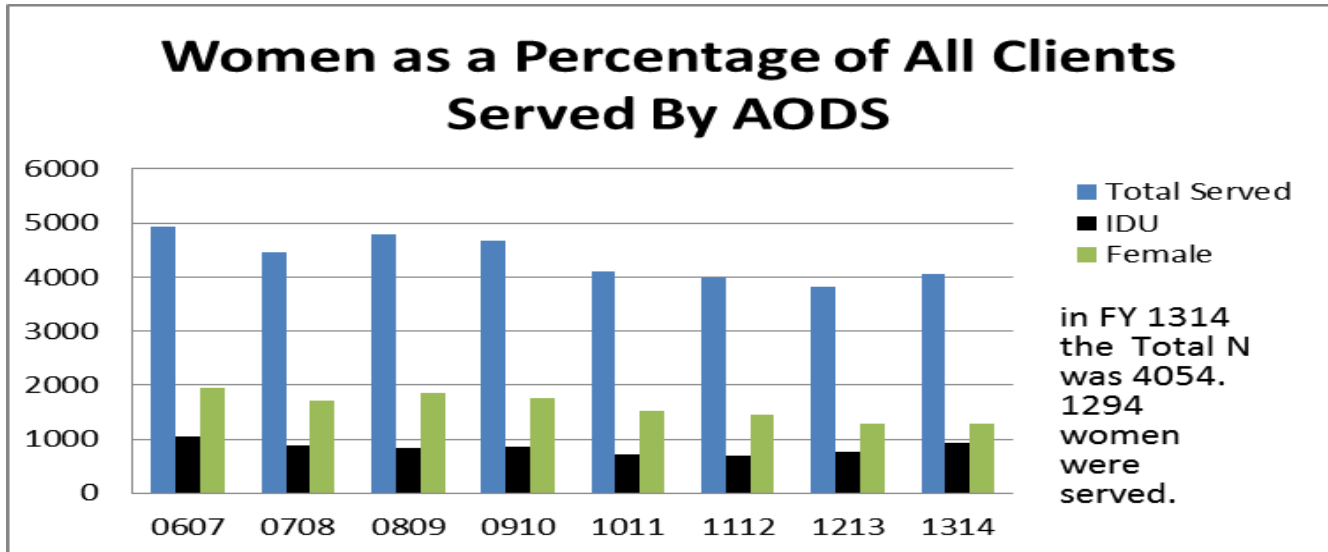
Alcohol and Other Drug Services (AODS)

While admissions to AODS services in Fiscal year 13-14 were up by nearly 6% from the previous year, and this increase is reflected to a greater or lesser degree across most demographic characteristics in the AODS report, there are still approximately 13% fewer admissions than 5

years ago in 2009-2010. Admissions are not necessarily unduplicated individuals – one person may enter treatment multiple times during the year depending on the availability of treatment slots.

The largest growth change seen since 2009-2010 is Injection Drug Users (IDU) as a percentage of the overall admissions, up about 10% in the past 5 years. At the same time, the number of IDUs reporting injection habits of 30 or more times in a month is also up about 33% from 09/10. The single race / ethnicity showing an increase in enrollment are Hispanics, up approximately 5% from 5 years ago. While the percentage of women served is up marginally over the last year, enrollment of women has dropped about 36% since 09/10. The number of new admissions reported for the period is also down about 23% from 09/10.





Nearly all enrollees are marginally housed, with 35% of all AODS enrollees indicating that they were homeless at entry and 61% that they are in a “dependent” living condition (reliant on someone else or some other institution for their housing).

The Public Health HIV/AIDS and STD Program provides comprehensive HIV and STD Education, HIV rapid testing, HCV testing, and STD testing at selected AODS residential and detox centers serving adults and/or youth in Contra Costa. In FY 1314, services were provided to 1104 adults and 284 youth, an increase of 35% and 40% respectively over the prior year. Nearly half of those in the education sessions also received testing services (40% of the adults and 55% of the youth). HIV positive individuals are linked to care and treatment via HIV case management services, and individuals with positive STD results are provided treatment and follow-up. The Program also continues to offer limited Hepatitis C testing to approximately 35-50 of the highest risk individuals per year, referring those with positive tests to their clinical providers for follow-up care.

Pharmacy Syringe Sales

Effective January 2015, AB 1743 allows adults anywhere in California to purchase and possess syringes for personal use without a prescription when acquired from an authorized source. [Health and Safety Code \[HCS\] Section 11364.1](#) and [HSC Section 11364.7](#) specify that authorized syringe exchange programs are also legal sources of nonprescription syringes. AB 1743 removes the prior limit of 30 that had been placed on nonprescription syringe provisions in earlier legislation. The pharmacy must still ensure that syringes are stored in a manner that makes them inaccessible to unauthorized persons and must offer consumers information on options for disposal. Health Education resources for consumers are also available on our website at <http://cchealth.org/aids/syringe-sales.php> and additional resources pertaining to pharmacy syringe sales is located on the state website: <http://www.cdph.ca.gov/programs/aids/Pages/OASyringeAccess.aspx>.

Disposal

Contra Costa Environmental Health (CCEH) is responsible for administering the Medical Waste Management Program for Contra Costa County, and is the local enforcement and regulatory agency for Medical Waste Generators. CCEH issues permits and registers generators of medical waste, responds to complaints of abandoned medical waste on public property, and implements the Medical Waste Management Act (Part 14, C. 1-11 of the California Health and Safety Code). The agency web site has a list of frequently asked questions on syringe and needle disposal, a list of disposal sites in Contra Costa, pamphlets describing the proper disposal of syringes and other medical waste as well as links to state and other resources. Additional information can be found at <http://www.calrecycle.ca.gov/FacIT/Facility/Search.aspx#MOVEHERE>

<u>NO.</u>	<u>FACILITY NAME</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP CODE</u>	<u>COUNTY</u>	<u>TELEPHONE</u>	<u>MATERIAL CATEGORIES</u>	<u>MATERIALS</u>
1	Alamo Sheriff's Substation	150 Alamo Plaza, Suite C	Alamo	94507	Contra Costa	(925) 837-2902	Sharps or Medications	Sharps (Home-Generated)
2	City of Clayton	6000 Heritage Trl	Clayton	94517	Contra Costa	(800) 646-1431	Sharps or Medications	Sharps (Home-Generated)
3	Danville Police Station	510 La Gonda Way	Danville	94526	Contra Costa	(925) 314-3700	Sharps or Medications	Sharps (Home-Generated)
4	Delta HHW Collection Facility (East County)	2550 Pittsburg Antioch Hwy	Antioch	94509	Contra Costa	(925) 756-1990	Sharps or Medications	Sharps (Home-Generated)
5	El Cerrito	7501 Schmidt	El Cerrito	94530	Contra	(510) 215-	Sharps or	Sharps (Home-

	Recycling CTR	Ln			Costa	4350	Medications	Generated)
6	Lafayette Fire Station	3338 Mt Diablo Blvd	Lafayette	94549	Contra Costa	(925) 941-3300	Sharps or Medications	Sharps (Home-Generated)
7	Moraga-Orinda fire station	1280 Moraga Way	Moraga	94556	Contra Costa	(925) 258-4599	Sharps or Medications	Sharps (Home-Generated)
8	Mountain View Sanitation District	3800 Arthur Rd	Martinez	94553	Contra Costa	(925) 228-5635	Sharps or Medications	Sharps (Home-Generated)
9	Orinda Police Station	22 Orinda Way	Orinda	94523	Contra Costa	(925) 254-6820	Sharps or Medications	Sharps (Home-Generated)
10	Rossmoor Pharmacy	1220 Rossmoor Pkwy	Walnut Creek	94595	Contra Costa	(925) 939-1220	Sharps or Medications	Sharps (Home-Generated)
11	San Ramon Valley Fire District HQ	1500 Bollinger Canyon Rd	San Ramon	94583	Contra Costa	(925) 838-6600	Sharps or Medications	Sharps (Home-Generated)
12	Walnut Creek City Hall	1666 North Main St	Walnut Creek	94596	Contra Costa	(800) 750-4096	Sharps or Medications	Sharps (Home-Generated)
13	Walnut Creek Fire Station	1050 Walnut Ave	Walnut Creek	94598	Contra Costa	(925) 941-3300	Sharps or Medications	Sharps (Home-Generated)
14	West Contra Costa County Hazardous Waste Collection Facility	101 Pittsburg Ave	Richmond	94801	Contra Costa	(888) 412-9277	Sharps or Medications	Sharps (Home-Generated)

Public Health has received no complaints from law enforcement, business, pharmacies, or community members regarding discarded syringes this year.

Other Prevention Activities For Injection Drug Use

The Contra Costa HIV Prevention plan, aligned with the State HIV Prevention strategy, targets the highest risk populations including men who have sex with other men and injection drug users, for HIV prevention services. Needle exchange remains an integral component of the plan and we anticipate continuing the use of County General Funds for needle exchange services to support the downward trend in HIV infections attributed to injection drug use. The plan will be

updated in calendar year 2015: the current plan can be found on the Public Health website at: <http://cchealth.org/aids/pdf/HIV-Prevention-Plan-Update-2012-2015.pdf>

There is renewed advocacy for the incorporation of Naloxone, a drug used to counter the effects of drug overdose from opioids such as Heroin or Morphine, into our prevention strategy to reduce transmission of HIV among injection drug users. Opioids depress the central nervous system and the respiratory system and also cause a marked decrease in blood pressure, which can lead to serious complications and death. The administration of Naloxone can reverse the effects of these substances and improve chances of survival following a drug overdose. Due to its capacity to diminish the effects of other substances, Naloxone has no street value. While the full extent of the problem is unknown in Contra Costa, the World Health Organization estimates more than 20,000 deaths might be prevented every year in the United States if naloxone was more widely available. Scotland, the first country to introduce a national program to provide naloxone, released results showing a marked reduction in opioid overdose deaths among people just released from prison, a particularly high risk group, from 9.8 percent in 2006 and 2010 to 4.7 percent in 2013.⁷ To that end we are reviewing program requirements for establishing access to Naloxone at our needle exchange sites.

Other Prevention strategies to reduce the transmission of HIV among injection drug users include:

- HIV rapid testing services at community reaching more than 2000 people per year.
- Partner Counseling services to notify partners of potential exposure and testing available to HIV positive individuals and their providers.
- Tighter linkages to medical appointments for new positives to reduce the number of individuals falling out of care and to increase adherence to HIV medications.
- Training to increase community capacity to provide prevention services in Contra Costa is provided annually.
- Community based promotion of HIV testing among highest risk communities.
- Cross training between HIV, STD and HIV Surveillance staff to increase the pool of individuals available to meet demand for services

⁷ http://www.huffingtonpost.com/2014/11/04/naloxone-prevent-overdose-deaths-us_n_6099152.html

CONCLUSIONS:

- 1. Access to clean needles has made a difference in Contra Costa and remains an important component of the overall strategy to reduce transmission of blood borne diseases.** The percent of HIV infections attributed to injection drug use has declined dramatically over time and the availability of needle exchange and pharmacy syringe sales has played a key role in this trend.
- 2. Law enforcement exposure to potential blood borne pathogens via needle stick injury has not increased with the implementation of needle exchange and pharmacy sales.** Materials for Law Enforcement to document potential exposure and request assistance are available on the website.
- 3. There is no evidence of increased maternal transmission of HIV to unborn children.**

Needle exchange is a critical component of Contra Costa's HIV prevention strategy and should remain in effect until further notice. Should the Committee desire, frequency of presentations can be at two year intervals.

Needle Exchange Update



November 2014
Prepared for the
Contra Costa Board of Supervisors
by Contra Costa Health Department

NEEDLE EXCHANGE



- In 1999, the Contra Costa Board of Supervisors endorsed a State of Emergency with respect to HIV and AIDS to allow for the provision of needle exchange services.
- Subsequent legislation replaced the State of Emergency with a written report.
- This report satisfies the legislative requirement to maintain needle exchange services in Contra Costa County.

HIV/AIDS in Contra Costa County



- As of December 31, 2013, 2025 individuals were reported living with AIDS or HIV in Contra Costa.
- Approximately 82% are male and 18% are female. African Americans are 30% of those living with HIV or AIDS, Whites 44% and Hispanics 20%.
- Predominant transmission among those living with HIV or AIDS remains men who have sex with other men (MSM). Injection Drug Use (IDU) (only) is 11% and IDU/MSM is 5%, totaling about 16% of the caseload attributed to injection drug use.

Transmission Risk Comparison: PLWH/A and Newly Diagnosed PLWH



	People Living with HIV and AIDS. N= 2025	New HIV infections, 1/1/11-12/31/13. N=265
MSM	63%	68%
IDU	11%	2%
MSM/IDU	5%	3%
Heterosexual	12%	5%
Risk Not Reported	9%	22%

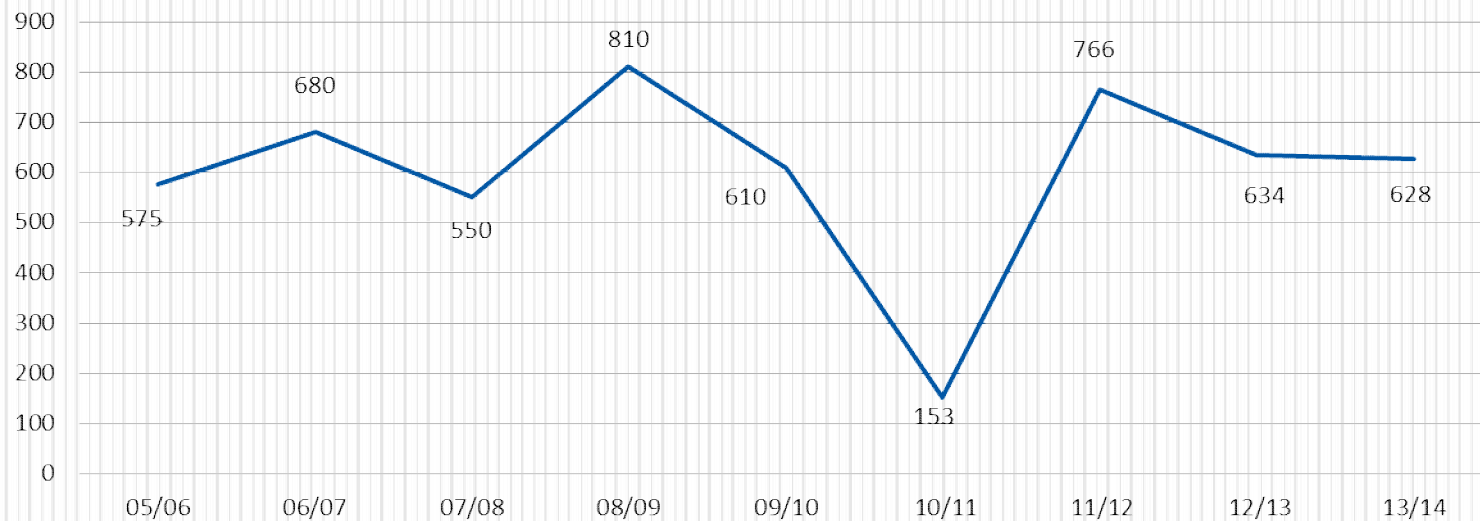
Children with HIV and AIDS

- Of the 2025 individuals living with HIV or AIDS in Contra Costa, 20 were twelve years of age or younger at time of diagnosis.
- The vast majority of HIV+ women delivering infants are on Antiretroviral Therapy.

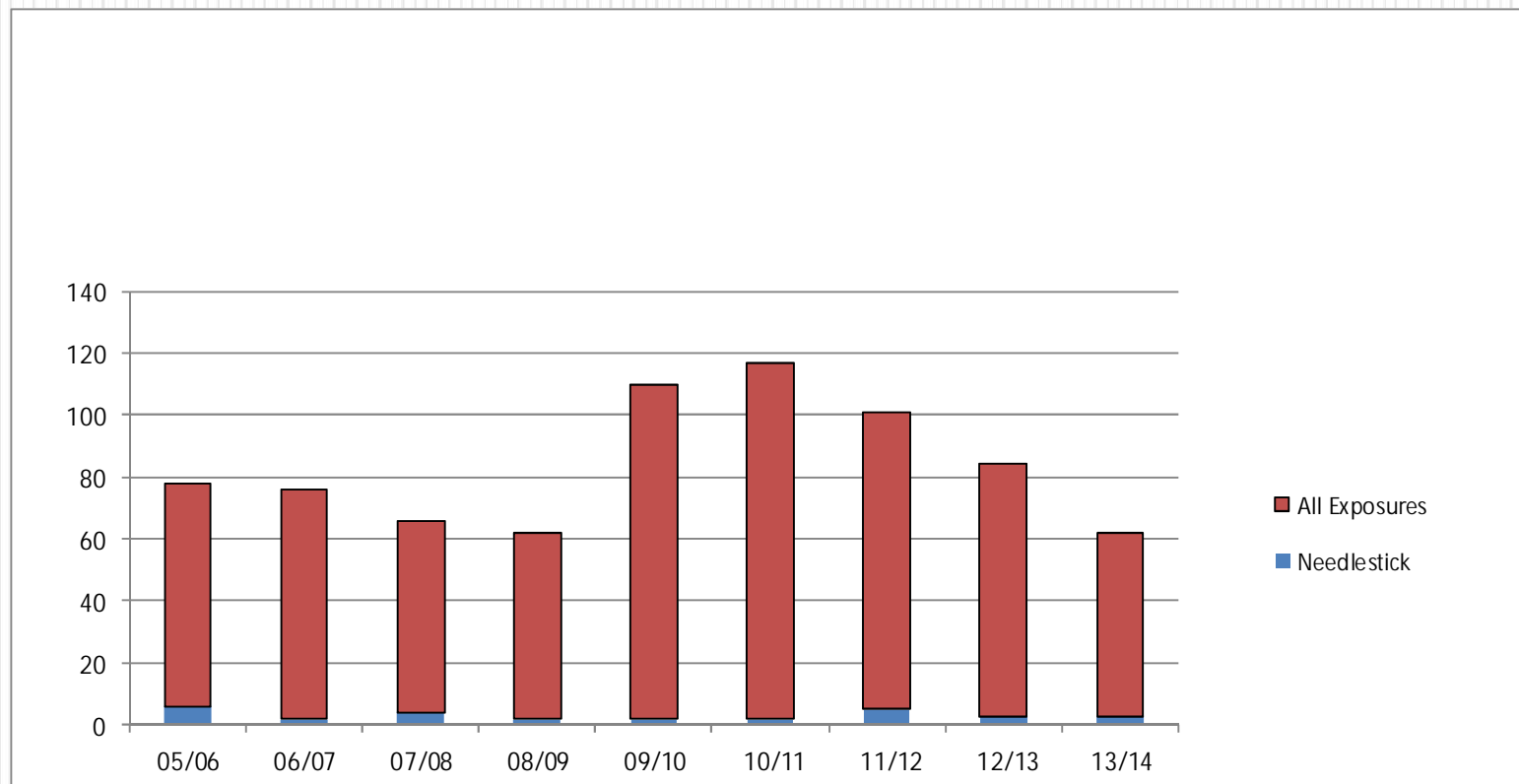
Reported Chronic Hepatitis C Cases Over Time



Reported Cases Of Chronic Hepatitis C By Year



Law Enforcement and First Responder Exposures



Needle Exchange Services

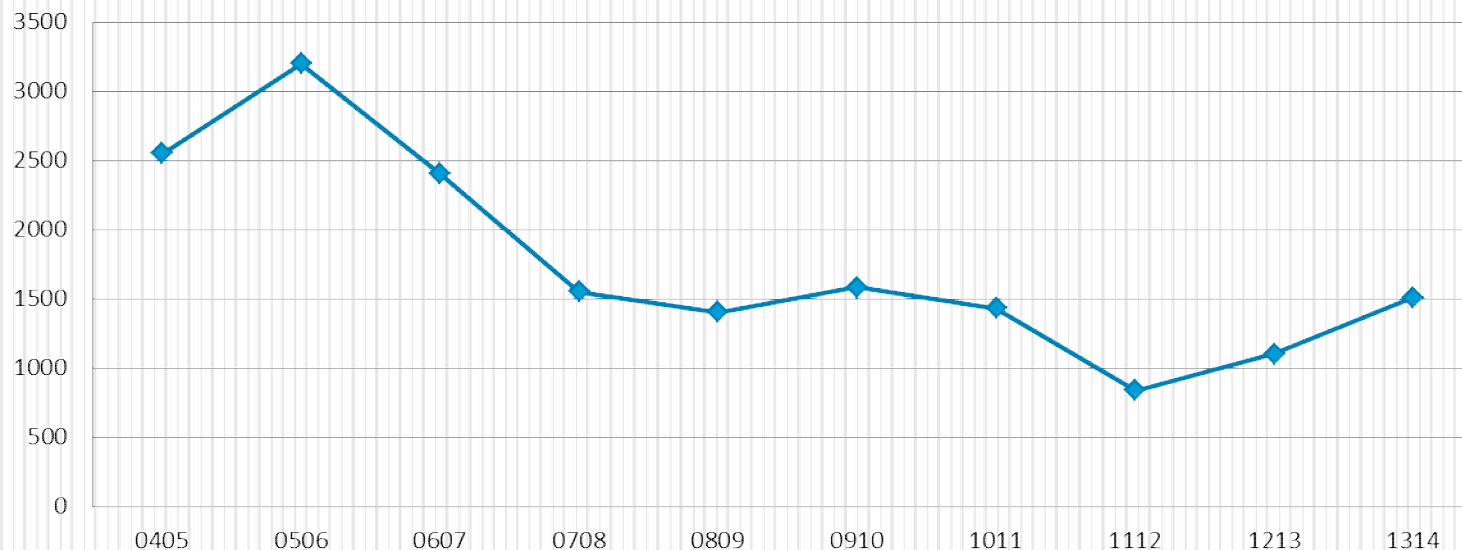


- Services are provided by HIV Education Prevention Project of Alameda County (HEPPAC)
- One-for-one exchange offered in East and West County: services which had been declining over time are restored to or exceeding FY 0910 levels
- 1509 contacts were reported in FY 1314: Approximately 46% of participants were White, 41% African American, and 11% Latino.
- This past fiscal year 306 referrals were provided to health care, substance abuse treatment, and other services.

Reported Contacts (Individuals) at Needle Exchange Sites Over Time



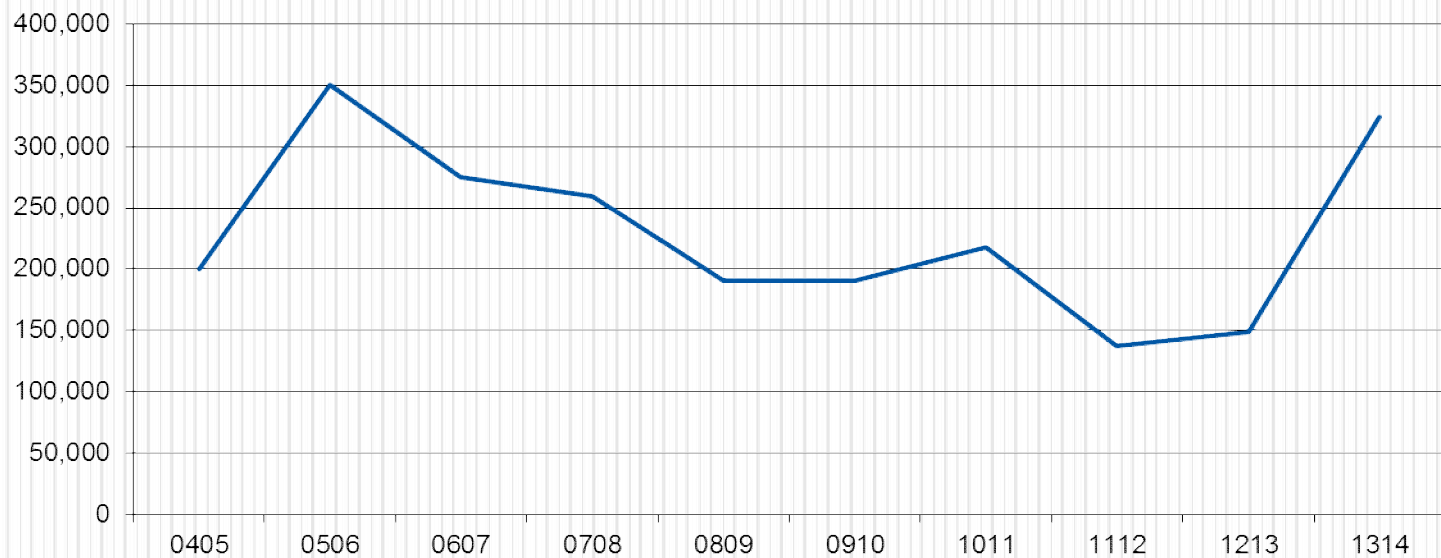
Reported Contacts at Needle Exchange Services



Number of Syringes Distributed Over Time



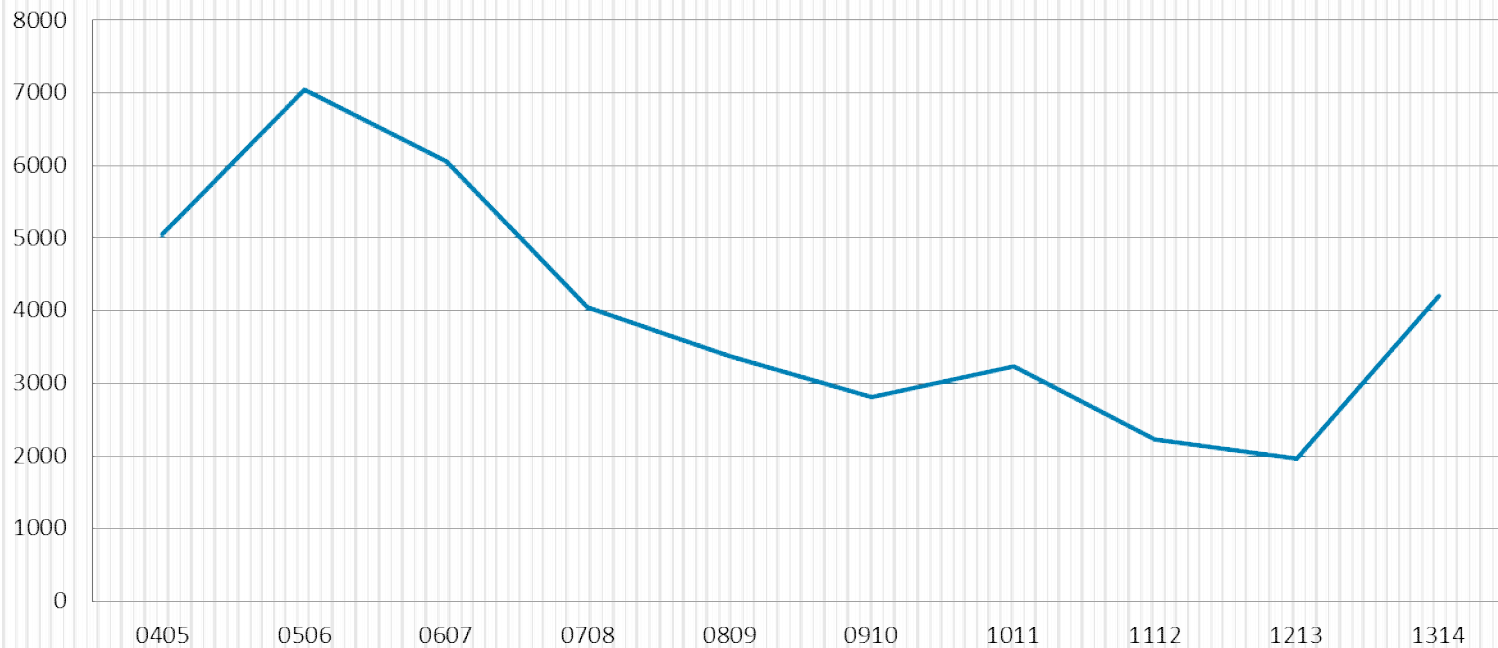
Reported Number of Syringes Distributed by Fiscal Year



Secondary Exchanges Reported Over Time



Reported Number of People Reached Over Time

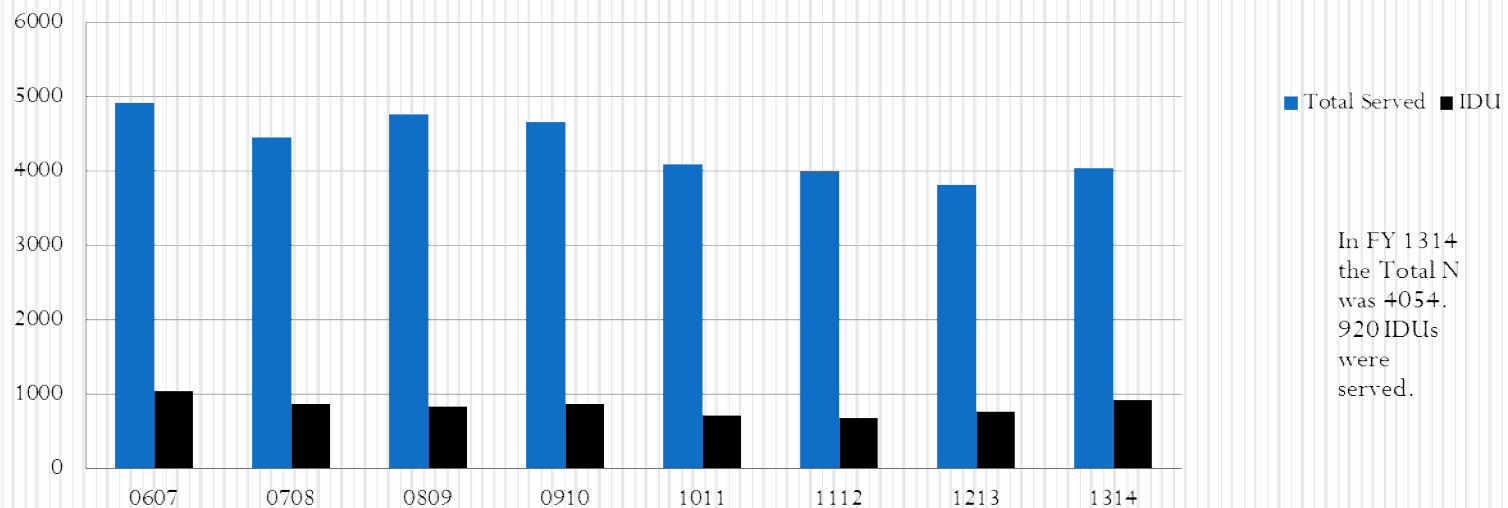


AODS Service Enrollment

FY 1314 n=4054 (920 IDUs)



Total Clients Served and IDUs as a Percentage of All AODS Services



Other Prevention Strategies to Reduce Transmission of HIV in IDUs



- HIV rapid testing services at community reaching more than 2000 people per year.
- Partner Counseling services to notify partners of potential exposure and testing available to HIV positive individuals and their providers.
- Tighter linkages to medical appointments for new positives to reduce the number of individuals falling out of care and to increase adherence to HIV medications.
- Training to increase community capacity

Syringe Disposal Options

Adults anywhere in California may purchase syringes without a prescription.

A number of locations for safe disposal of syringes are now available in Contra Costa. A link to the full list is maintained by the Contra Costa Environmental Health Program, as is a list of frequently asked questions on syringe and needle disposal and links to syringe disposal mail back services. More information on disposal is located at

http://www.cchealth.org/eh/medical_waste/

CONCLUSIONS



1. Access to clean needles has made a difference in Contra Costa and remains an important component of the overall strategy to reduce transmission of blood borne diseases. The percent of HIV infections attributed to injection drug use has declined dramatically over time and the availability of needle exchange and pharmacy syringe sales has played a key role in this trend.
2. Law enforcement exposure to potential blood borne pathogens via needle stick injury has not increased with the implementation of needle exchange and pharmacy sales. Materials for Law Enforcement to document potential exposure and request assistance are available on the website.
3. There is no evidence of increased maternal transmission of HIV to unborn children.



**Contra
Costa
County**

To: Board of Supervisors

From: FAMILY & HUMAN SERVICES COMMITTEE

Date: January 6, 2015

Subject: Operations of the Contra Costa Covered California Call Center (7Cs) and Health Care Reform

RECOMMENDATION(S):

ACCEPT report from the Employment and Human Services Department on the operations of the Covered California Call Center and the Affordable Care Act, and ADOPT Resolution No. 2015/6 as recommended by the Family and Human Services Committee.

FISCAL IMPACT:

No fiscal impact is associated with this report.

BACKGROUND:

On April 16, 2013 the Board of Supervisors referred oversight and receipt of an update on the establishment and success of the Contra Costa County Covered California Call Center to the Family and Human Services Committee.

Staff from the Employment and Human Services Department presented a report at the December 8, 2014 meeting of the Family and Human Services Committee. The Committee reviewed the materials,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☒ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

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

Contact: Dorothy Sansoe,
925-335-1009

By: , Deputy

cc:

BACKGROUND: (CONT'D)

took comments, and asked clarifying questions. The report attached is essentially the same as the report presented to the Committee. However, the Committee requested several changes. The meaning of some performance indicators was clarified; information pertaining to the County's contract with Covered California was clarified; and, at the Committee's suggestion, the attached resolution recognizing and thanking those who have worked to make the 7Cs Call center a success has been attached for Board adoption.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors does not accept the report and adopt the resolution those who made the Call Center a success will not be recognized.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Resolution No. 2015/6

7C's Report

*The Board of Supervisors of
Contra Costa County, California*

In the matter of: **Resolution No. 2015/6**
Contra Costa County Covered California Call Center (7Cs Center)

WHEREAS, the establishment of the Contra Costa County Covered California Call Center was a true example of interdepartmental coordination and cooperation; and

WHEREAS, County staff from many Departments worked on this project along with the owner’s representatives and contractors; and

WHEREAS, this cooperation brought this project to a successful conclusion on time and on budget to meet the soft launch deadline of August of 2013; and,

WHEREAS, the following Contra Costa County staff and individuals were instrumental in taking on the challenge to plan, build-out, and initiate Contra Costa County’s Covered California Call Center -- the only County-operated Covered California Call Center in the State; and,

<u>Name</u>	<u>Title</u>	<u>County Department or Affiliation</u>
Jess Adame	Facilities Project Manager	Public Works Department
Dick Awenius	Leasing Agent	Public Works Department
Elaine Burres	Contracts Administrator	Employment & Human Services Department
Angela Bullock-Hayes	Call Center Site Director, Workforce Services	Employment & Human Services Department
Ro Calmerin	Telecommunications Technician	Department of Information Technology
Rebecca Darnell	Deputy Director, Workforce Services Bureau	Employment & Human Services Department
Jachyn Davis	Deputy County Counsel	County Counsel
Patricia Ding	Network Administrator	Department of Information Technology
Gerald Dunbar	Consultant, Workforce Services	Employment & Human Services Department
Chris Gallagher	Division Manager, Workforce Services	Employment & Human Services Department
Lisa Gonzales	Administrative Services Assistant III	Employment & Human Services Department
Leslie Gutierrez	Administrative Services Assistant III	Employment & Human Services Department
Bob Hammons	Owner’s Representative	Garaventa Enterprises
Brian Harrison	Telecommunications Technician	Department of Information Technology
Roni Itagaki	Department PC Coordinator	Employment & Human Services Department
Tony Jacobson	Telecommunications Technician	Department of Information Technology
Ralph Montgomery	Telecommunications Technician	Department of Information Technology
Bill Perry	Telecommunications Technician	Department of Information Technology
Sam Ramirez	Telecommunications Technician	Department of Information Technology
Michael Roetzer	Director, Administrative Services	Employment & Human Services Department
Dorothy Sansoe	Senior Deputy County Administrator	County Administrator's Office
Dave Silva	Senior Real Estate Property Agent	Public Works Department
Wendy Therrian	Director, Workforce Services Bureau	Employment & Human Services Department
Wayne Tilley	Telecommunications Manager	Department of Information Technology
Ed Woo	Chief Information Officer	Department of Information Technology
Connie Wright	Telecommunication Technician	Department of Information Technology
Ramesh Kanzaria	Interim Division Manager of Capital Projects	Public Works Department

WHEREAS, these efforts were successfully undertaken within very tight time frames, under challenging conditions, and in addition to the scope of these individuals’ normal work duties and responsibilities; and,

WHEREAS, it is recognized the County’s 7Cs Call Center staff under the guidance of Covered California have played a pivotal role in the successful implementation of Health Care Reform being the first Call Center to launch in California and in enrolling approximately 1.2 million residents across the state into affordable health care coverage; and,

WHEREAS, the 7Cs Call Center Customer Service Agents, Supervisors, and Managers have taken approximately 435,273 calls and served over 250,000 customers during the initial Health Care Reform Open Enrollment period (from October 1, 2013 through March 31, 2014) and continue to serve statewide customers during this current second Open Enrollment period; and,

WHEREAS, the 7Cs Call Center staff have been recognized by Covered California Executive Director Peter Lee for their dedicated service and exemplary performance in providing services to callers in obtaining critical information, answering questions, and enrolling individuals into health care coverage plans; and,

WHEREAS, the 7Cs Call Center staff continue to successfully provide necessary health care assistance to those in need of affordable medical coverage;

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors recognizes the difficult and very important role these County staff and others have played in the successful implementation of HCR in the State and extends its utmost appreciation and gratitude to those identified individuals for their outstanding contributions to the launch and operation of the 7Cs Call Center, and in serving an unprecedented number of people requiring health care insurance.

KAREN MITCHOFF
Chair,
District IV Supervisor

JOHN GIOIA
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

MARY N. PIEPHO
District III Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: January 6, 2015

David J. Twa,

By: _____, Deputy

Contra Costa County California Employment & Human Services

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

DATE: December 1, 2014

TO: The Family and Human Services Committee
Contra Costa County Board of Supervisors

FROM: Wendy Therrian, Workforce Services Bureau Director
Roxane Foster, Lead Division Manager, Health Care Reform
Angela Bullock-Hayes, 7Cs Call Center Site Director

SUBJECT: Update on the Affordable Care Act (ACA) including the Contra Costa County Covered California Call Center (7Cs)

I. AFFORDABLE CARE ACT (ACA) IMPLEMENTATION AND UPDATE

A. Background

On October 1, 2013, the Employment and Human Services Department (EHSD) implemented the Affordable Care Act (ACA) in Contra Costa County which expanded health care to individuals previously unable to access coverage. We were tasked with completing eligibility determinations and converting new enrollees into our County electronic system of record known as CalWIN.

Although system and technical glitches were and continue to be experienced especially with the CalHEERs system interface, the launch of ACA was an exciting period for EHSD especially with our ability to better meet the needs of customers who were new to health care coverage and specifically those single adults in poverty between the ages of 19 and 64. Mental health, behavioral health and dental coverage were especially attractive for this underserved population. The Department began to see expanded groups of individuals applying for health care insurance and was able to assist these individuals and families with both Medi-Cal and Covered California health care coverage.

During the initial Open Enrollment period of ACA (from October 1, 2013 through March 31, 2014), the State experienced a tremendous demand for medical coverage with the newly eligible population reaching over 800,000 individuals statewide. For Contra Costa County, we experienced an unprecedented surge in the number of Medi-Cal applications which almost doubled over the last year rising from an average of 3,463 applications a month to 6,733. Based on the number of applications we received and processed, ***our Medi-Cal caseload grew from 59,495 cases in September 2013 to now 103,206 – a 73.4 % increase.***

B. Preparing for the Implementation of ACA

To prepare for the challenge we knew lay before us in rolling-out the ACA last October, resources were shifted and considerable time was spent by many staff throughout the Department to plan, develop, and institute a number of new organizational efforts, changes, programs, and processes to best position us to most effectively implement the ACA. Our goal was to provide the most efficient access to health care coverage as could be possible to the newly eligible population under ACA while maintaining service levels in all our other programs. Our focus was to provide exceptional customer service while enhancing our customers' overall experience through a "no-wrong" door approach.

Primary efforts included:

1. Business Process Changes

- a. **Business Process Redesign:** to accommodate health care coverage application processes, expand access points, and adopt hours mirroring those of Covered California. This re-design was also based on former efforts enacted to decrease customer wait times in the District Office reception areas which included the re-design of district office lobbies, implementation of customer kiosks and dedicated computers, and point of entry scanning;
- b. **Horizontal Customer Service Integration:** introduced the "no wrong door" initiatives whereby applications for all benefits programs are accepted at the point of contact, or, if necessary transferred to the appropriate point of contact;
- c. **Telephony Improvement Initiatives:** improved areas of telephony in order to enhance and streamline the customer experience including changing call flows, deliberate shifting of calls between organizations with increased call volume, established auto callback functions, and included estimated wait time announcements;
- d. **Addition of toll free numbers:** to use for marketing campaigns which resulted in focused messaging to identified customers, decreased call wait times for other customers, and increased customer satisfaction measurement capability;
- e. **Medi-Cal Service Center (MCSC) business process changes:** changed the telephone coverage scheduling protocol to provide greater utilization of resources and support to all ongoing Medi-Cal and CalFresh customers; and,
- f. **Quality Monitoring and Workforce Management tools:** implemented to measure and encourage quality call handling and superior customer experience in our Call Center environments.

2. New ACA Position Acquisition

With the availability of new ACA funding of \$6,399,032, the Department was able to acquire 107 new eligibility worker and other staff support positions to support the implementation and ongoing services of health care reform.

3. Establishment of the Health Care Access Center (HCAC)

The Department launched a new Call Center, known as the Health Care Access Center (HCAC) located in Richmond which is designed to be the hand-off point of Covered California Contra Costa County resident callers to the Department. The Call Center, made possible by ACA funding for new eligibility and support staff, managed calls during regular and extended business hours mirroring those of Covered California.

4. Re-organization of the Workforce Services (WFS) Bureau

a. ***To provide for enhanced managerial oversight and to achieve resource economies and customer service efficiencies:***

- 1) the new Health Care Access Center (HCAC), the existing Medi-Cal Service Center (MCSC), the Medi-Cal Mail-in Unit (MMIU), and the Benefits CalWIN Unit (BCW) which receives on-line applications were organized reporting to the Bureau's Lead Division Manager for Health Care, Roxane Foster.
- 2) All CalWORKs and Welfare-to-Work cases were moved under the Bureau's new Deputy Director, Rebecca Darnell.
- 3) All District Office and Intake functions became the sole responsibility of the District Office Division Managers
- 4) The Bureau's Policy Division Manager, Cheryl O'Brien, maintained policy oversight for all the Bureau's primary and tertiary benefit programs inclusive of Medi-Cal, CalFresh, CalWORKs, and Welfare-to-Work.

5. Outreach and Education Efforts

- a. Established a special ACA Outreach and Marketing Committee to focus and organize all ACA outreach, marketing, and education efforts
- b. Conducted strategic outreach to community organizations and various agencies and enrollment entities targeting the underserved populations, and participated in these community events
- c. Created a dedicated channel and unit including designated points of contact for accelerated application processing
- d. Used ACA staff outreach tools, supported by the Department's IT Division, including iPads and wireless laptops at health care reform enrollment events to provide application process timeframe updates to customers
- e. Conducted ACA "Road Shows" which entailed presentations for all Department staff and others regarding the ACA and on the Department's efforts to improve the customer experience

- f. Provided Customer Service training to all WFS Bureau staff in anticipation of the cultural and other organizational changes to be implemented with the ACA

C. Initial ACA Enrollment Experiences and Performance

1. Health Care Access Center (HCAC) Overall Performance

During the initial ACA Open Enrollment period, the HCAC met mandated service levels by answering calls transferred from Covered California (known as Quick Sort calls or those determined to be Medi-Cal eligible that are to be transferred to their county of residency) within 30 seconds or less. The HCAC received 27,098 calls during this initial enrollment period.

After the initial Open Enrollment period, the call volume at the HCAC decreased slightly, but customers continued to call with questions on health plans, health plan coverage, household changes, and pending applications with both Covered California and the Department. During this period, the HCAC continued to mirror the Covered California Call Centers post Open Enrollment hours of six days per week, Monday through Friday, 8:00 a.m. to 6:00 p.m., and Saturdays, 8:00 a.m. to 5:00 p.m.

2. Success in Processing the Medi-Cal Application Backlog created as a result of ACA

With the ending of the initial Open Enrollment period (March 31, 2014) and during the period from April through October 2014, the Department's primary challenge (as that of other counties) was to process the very large number of approximately 32,945 application transactions received from Covered California as well the approximate 10,000 individuals transferring from the Low Income Health Program (LIHP).

Staff and other resources were focused and re-shifted to this purpose with much overtime granted for these application processing efforts. In approximately a six (6) month period, our Department staff was successful in processing over 33,000 application transactions and approximately 6,000 of the LIHP cases. With this concerted effort, the primary backlog was processed well before the expected timeframe and ahead of other counties. We are continuing to focus on processing the remaining 4,000 LIHP cases.

3. Tremendous Caseload Rise and Allocation and Staffing Needs

At the same time as Department staff worked through the Medi-Cal application/transaction backlog, we continued as we do currently to process newly received and expanded Medi-Cal and other program applications. As previously stated, the number of applications received during and after the initial and current Open Enrollment period has resulted in a 73.4% increase in the number of Medi-Cal

cases managed at the Medi-Cal Service Center (MCSC) which is currently 103,206 cases compared to the 59,495 at the end of September 2013.

Even with the new ACA funding and positions, our current Medi-Cal allocation and staffing levels are inadequate to address and manage this significant increase in caseload. This coupled with the systemic inability to readily and permanently fill vacated positions means we will continue to struggle to manage this level of work thereby adversely impacting accessibility and services to those in need.

4. Community Partnerships and New Efforts for Expediting Applications

EHSD continues to partner with community organizations and agencies including other County Departments in conducting education and outreach efforts especially focused on entities targeting underserved populations.

To create a dedicated channel for accelerated application processing, the Department recently established an expedited Medi-Cal application processing unit designed to process high priority applications received under the new County Detention facility Inmate Health Care enrollment program (AB720), and other high priority inpatient/in-clinic Medi-Cal applications. Established in September/October, this new unit known as the Expedited Medi-Cal Application Processing (EMCAP) unit has received approximately 186 applications with an average of seven (7) days disposition upon receipt of completed applications.

The Department continues to explore and enter into partnerships with other agencies to further the effort of expedited processing.

5. Key Performance Measures – Month of October 2014

Call Center	Number of Calls Handled	Average Speed in which calls are answered (ASA) in minutes*	Average Talk/Handle Time (AHT) in minutes**
HCAC - Quick Sort	370	:10	13:00
HCAC - General Intake	2,683	:53	9:00
MCSC	19,573	2:43	11:50
MMIU/AIU	4,922	:47	2:07
Total	27,548	1:01	8:53

*This is the average amount of time callers wait in the queue before calls are answered by staff

**This is the average amount of talk time, hold time, and wrap time necessary to complete the phone transaction

6. Best Practices Recognition – California Welfare Directors Association (CWDA)

On November 5, 2014, and as part of their visits to counties throughout the State, members of the California Welfare Directors Association (CWDA) toured the HCAC and other various EHSD customer service operations meeting with staff from across the Department. The purpose of these CWDA visits is to review and share county best practices in the implementation and delivery of customer services under ACA. The thrust of the reviews is to determine how and to what extent counties have enhanced their culture and delivery of customer services with the objective to provide the “quintessential customer experience”.

Based on this CWDA visit, we were recently informed that our County will be used as a “best practices model” county with CWDA sharing what we have accomplished and are doing under ACA with other counties throughout the State. Their findings will also be used to further develop training in the area of Customer Experience.

II. CONTRA COSTA COUNTY COVERED CALIFORNIA CALL CENTER (7Cs)

A. Background

Since the last report to your Committee in April 2014, the Department has continued to successfully operate the Contra Costa County Covered California Call Center which is otherwise known as the “7Cs” Call Center. As your Committee is aware, the 7Cs Call Center is the only County-operated Covered California Call Center in the State and has been operated by the Department under contract with the Health Benefit Exchange (HBEX) since March 2013.

The first launch of Covered California Call Centers was initiated by the Employment & Human Services Department (EHSD) when the Department undertook the first “soft” launch of the 7Cs Call Center in August 2013 taking informational statewide calls from interested Covered California customers. On October 1, 2013, the Center (one of three Covered California Call Centers in the State) began all operational activities by taking statewide calls and in providing health care coverage plan enrollment during this initial Open Enrollment period under the Affordable Care Act (ACA).

With the ending of the initial Open Enrollment period on March 31, 2014, and while health plan enrollment was extended for those who met special circumstances identified as a life changing event, a systems problem allowed Californians to continue to enroll without having to meet the special circumstance criteria. This occurred through July 2014 when the systems error was corrected and enrollment became non-accessible through the system. Also during this period and while the call volume decreased slightly, consumers continued to call with questions about health plans, health plan billing and services, household changes, and pending applications with either Covered California or with various California counties.

B. Overall Performance

1. Number and Type of Calls Received

Between the ending and beginning of the initial and current Open Enrollment periods, the 7Cs Call Center continued to answer statewide calls and provide ongoing assistance to Covered California customers. The top five (5) types of calls taken at the Call Center during this period included consumers either renewing their health plans for 2015, reporting a change, reinstating their cancelled plans, obtaining open enrollment information, and/or requesting issue escalation.

The 7Cs Call Center team also focused on lessons learned and met with Covered California leadership to discuss planned improvements including the development of new procedures to support the phone agents in preparation for the current Open Enrollment period which commenced on November 15, 2014.

During the post initial Open Enrollment period of April through October 2014, **approximately 1,114,508 calls** were handled by the Covered California Call Centers. This represents about 57% of the total calls of 1,954,474 received during the initial open enrollment period from October 1, 2013 through March 31, 2014. Of the total calls received of 1,114,508, the **7Cs Call Center handled approximately 14% or 158,490**. Eighty-two (82%) of the calls were English, 15% Spanish, 2% Asian, and 1% Other.

On October 13, 2014, Covered California renewals began which had been delayed one week due to system (CalHEERS) functionality problems. After initial roll-out, the renewals was unproblematic with the exception of those with changes to report (these updates could not be made in CalHEERS) who were required to call back after November 15, 2014 (the start of the second and current Open Enrollment period). This system issue is scheduled to be corrected in an upcoming release and staggered notifications were issued to consumers to avoid long wait times when calling to renew their health care plans. As we expected, a large increase in call volume occurred in October with the health care plan renewals.

2. Key Performance Measures

Based on the data reports received from Covered California, the following represents the primary metrics of performance for all three Centers.

Month	Number of Calls Handled	Average Speed in which Calls are answered (ASA) in Minutes*	Average Call Talk/Handle Time (AHT) in Minutes**
April	236,444	11	17
May	187,058	13	15
June	189,123	1	15
July	148,880	10	15

August (see note below)	76,450	53	17
September	98,668	44	17
October	177,885	23	19
<i>Overall Total/ Average</i>	1,114,508	22 minutes	17 minutes
7Cs Center	158,490	25 minutes***	19 minutes****

* This is the average amount of time callers wait in the queue before calls are answered by agents

** This is the average amount of talk time, hold time, and wrap time necessary to complete the phone transaction

*** No stipulated contract performance requirement

**** Contract performance measure allows for up to 51 minutes of handle time per call

Special Note: *Although phone volumes went down following the post initial open enrollment period which primarily ended in July 2014, the Average Speed of Answer (ASA) went up significantly due to the fact that all other Covered California call agents were taken off the phones and resourced to Covered California back office activities which included processing the large number of backlogged and paper applications. Contra Costa County's Customer Service Agents (CSAs) were primarily the only call agents answering the incoming phones during August, September, and part of October 2014.*

With the reduced call volumes experienced after the initial Open Enrollment period (from 10/1/13 through 3/31/14); the Average Speed of Answer (ASA) of Covered California calls was also shortened for several months. However, in August through October 2014 other Covered California Call Center agents were moved off the phones to "back office" operations to assist with several activities including processing the backlog of applications received during open enrollment. This left the 7Cs CSAs as the primary call agents for Covered California which lengthened the ASA from August through October. Also during this time, the 7Cs Call Center lost CSAs to other positions and did not receive approval to hire to our full 162 FTE capacity until the middle of October.

For the most part, the same issues continue as those experienced during the initial start-up primarily ongoing system, process, and technology problems; and challenges with policy and business procedure development and implementation. These challenges continue to impact the service delivery of all three Centers. Targeted efforts to find workable and permanent solutions/resolutions to these issues have been ongoing with some success, and Covered California continues to work with us and its other contractors to address these continued system and telephony challenges.

Staffing levels also continue to have an impact on performance particularly the variance of Call Center agents available at all three (3) Centers to answer phones and meet customer demand.

Our partnership with Covered California to provide access to affordable healthcare has continued to be strong, open and collegial; and the 7Cs Call Center management and support staff continue to be involved in regular conference calls and meetings.

3. Contracted Performance Measures

We have consistently maintained hours of operation and staffing ratios as required/approved by the Health Benefit Exchange. Based on our own internal performance assessment including informal feedback received from Covered California (not yet formally measured), we believe the other key performance measures as outlined below are being met.

- Schedule Adherence (measures the percentage of time an agent is actively logged into the Automated Call Distribution (ACD) system compared to the forecasted schedule): **97%**
- Quality Adherence (overall quality of agent interactions with customers, adherence to established procedures, overall accuracy of information provided and data entered): **91%**
- Customer Satisfaction (independent customer surveys on courtesy, understanding, knowledge, and problem resolution): **87%**

The 7Cs Call Center has implemented the new Quality Action Team (QAT) which is comprised of Customer Service Agent (CSA) II's and their respective Supervisors. This team was developed and implemented to assist with the more difficult calls and consumer escalations providing a better quality of service to our customers.

Based on the Quality Assurance Pilot implemented by Covered California in June of this year, all agents are monitored and scored based on Covered California guidelines which include verbatim scripts as well as mandatory customer authentication procedures. The 7Cs QAT meets weekly and has been able to work with all Agents and Supervisors to ensure compliance. Since the implementation of the QAT in October, we have seen significant improvement with Agents and their scores within the tolerance guidelines.

C. Staffing

There are currently eighty (80) Customer Service Agents (CSAs), (seventy-seven (77) permanent full-time and three (3) permanent intermittent CSAs), eight (8) CSA Supervisors (six (6) permanent full-time and two (2) permanent intermittent), a Quality Assurance Monitor, a Trainer, a Quality Control Manager, a Site Director and a Lead Division Manager. These staff are supported by a six (6) member clerical/administrative team.

Thirty (30) 7Cs CSA I and II staff applied and were selected for permanent, full-time Eligibility Worker positions in August 2014, leaving the 7Cs Call Center. CSA I staff currently on the CSA II list have been given the opportunity to promote into permanent, full-time CSA II positions which were vacated due to attrition. Some of the thirty (30) CSA I and II staff who left the Call Center in August to become Eligibility Workers have since returned to the 7Cs.

In October 2014, your Board approved the conversion of two (2) permanent, intermittent CSA Supervisor positions to full-time permanent, and recent approval was received from Covered California to convert the remaining two (2) of our permanent, intermittent CSA Supervisor positions to permanent, full-time. With your Board's approval of this second conversion of CSA Supervisor positions, ten (10) of our CSA Supervisor positions at the 7Cs will be full-time allowing for enhanced operational stability and supervisory oversight capability at the Center.

Based on recent direction received from Covered California, we are in the process of hiring to the full 162 FTEs as currently specified under our existing contract. As of the writing of this report an approximate fifty (50) CSAs (42 permanent, intermittent CSAs and 8 permanent, full-time) are planned to start effective December 1, 2014. This leaves us with an approximate twenty-five (25) CSA positions left to fill.

With the non-open enrollment period beginning April 1, 2014, our schedule changed to adhere to the new operational hours of Monday through Friday, 8:00 a.m. to 6:00 p.m.; and Saturday, 8:00 a.m. to 5:00 p.m. However, with the commencement of the second Open Enrollment period which began November 15, 2014, our current operational hours at the Center changed back to Monday through Friday, 8:00 a.m. to 8:00 p.m.; and Saturday, 8:00 a.m. to 6:00 p.m. The Center is not open on Sunday as are other Covered California Call Centers.

During the latter part of November right after the commencement of the current Open Enrollment period, approximately forty-five (45) temporary Call Center Agents from the temporary West Sacramento Call Center have been housed at the 7Cs Call Center. This action was based on a request from Covered California given the telephony problems they are experiencing at their new site in West Sacramento.

D. Media Campaigns and other Covered California Events

Covered California has consistently praised the 7Cs Center for its level of performance, cooperation, dedication and enthusiasm. Peter Lee, the Executive Director of Covered California, recently visited the 7Cs to express his appreciation and to motivate staff for the current open enrollment period.

Mr. Lee discussed some of the ongoing concerns and plans to improve customer experiences including the hiring of approximately 800 new temporary Call Center Agents contracted to work in a new temporary Call Center located in Roseville which had been established to support Call Center staff during the current Open Enrollment period. To improve the CalHEERS system functionality over 20 million in funding has been invested to increase the system's performance and capability.

Covered California estimates that enrollment in health insurance through the State's insurance exchange will increase by 43% during this second Open Enrollment period. About 1.2 million state residents enrolled in coverage through Covered California during the initial open enrollment period, the most of any State in the country. Covered California estimates that 500,000 more individuals will sign-up during this second enrollment period bringing total enrollment to 1.7 million Californians.

With the new Open Enrollment period, Covered California is focusing on the following efforts:

- *Improve the Exchange System*: Reduce wait times by hiring 1,300 assisters to assist with enrollment, extend hours over the evenings and weekends, and add agents with multiple language skills. Approximately \$22.6 million is planned to be expended to add capacity to the enrollment portal.
- *Educate Consumers*: Plans are to provide enrollment counselors and insurance agents with additional tools to educate consumers such as an updated glossary of exchange-related terms, bi-monthly newsletters, and bi-weekly webinars.
- *Making Enrollment Easier*: Plans are to add 200 retail locations, 12,000 certified insurance agents, and 6,400 certified enrollment counselors.

A primary media event to outreach and promote health plan coverage enrollments includes a statewide, ten day bus tour targeting the African American and Latino communities. Covered California hopes to make stops in 20 cities across the state to spread the word and assist people with the enrollment process. This bus tour is part of a \$95 million community outreach campaign supported by federal funding. There is a link on the Covered California website to view the new ad campaign “I’m In” which highlights individuals and their true stories of how their lives have changed with having affordable health care coverage.

On November 4, 2014, Peter Lee held an All Staff meeting which was available to view on-line for all three (3) Call Centers. Two (2) of Contra Costa’s employees, Antonio Vasquez, CSA Supervisor and Alfonso Diaz, CSA I were recognized for their outstanding achievements in 2013.

E. Contract and Fiscal

1. Contract

We have received official confirmation of Covered California’s intent to renew our existing contract (or enter into a new contract) effective February 1, 2015 through June 30, 2017. This determination was acted upon by the Covered California Board at their August 21, 2014 meeting. The primary direction we received in renewing our contract was to reduce operational and other contract costs.

We are currently awaiting feedback from Covered California on the new contract (or amendment to our existing contract) based on Covered California Board action taken at their November 20, 2014 meeting to approve the contract (with details to be reviewed by their legal counsel). We expect to submit the new or amended contract to your Board for review and approval in early to mid-January 2015.

2. Fiscal

Since the initiation of the 7Cs Center, EHSD has followed the budget detail and payment provisions as specified under the contract and by the Board of Supervisors with there being no outlay of County General funds. All invoices submitted for payment/reimbursement for contract

expenditures incurred from April 2013 to June 2014 have been subsequently paid in full. The composite reimbursement of these twelve (12) fiscal demands totals \$9,999,760.74. The most recent payment demand in the amount of \$865,663.88 was mailed out on 11/24/14.

F. Customer Feedback

Customers continue to provide feedback and share their stories and compliments on the excellent customer service provided at the 7Cs Call Center. Below are a few comments made by Californians now insured as a result of their enrollment assisted by 7Cs staff.

- "Gerilyn was helpful and not only did she have the patience to listen to me, she also had the patience to understand, review and resolve my issue. I have been pursuing this with many different people for a long time and got no resolution. Today, Gerilyn resolved my problem in one hour instead of 5 months. Thank you."
- "McKensey did a wonderful job. First of all he was knowledgeable, second he was patient. He did whatever he could to help out to make my experience one that was as pleasurable as possible. I don't know if you have an incentive program, if you do he is definitely an asset."
- "Her kindness and professionalism was wonderful. I want to thank you for having someone like her on your staff and for getting all my concerns resolved. I truly appreciate her and I would highly recommend her to anyone that has to call into Covered CA because Livia knows her stuff."
- "It was delightful to speak with Kathy. She was polite, professional and thorough. After waiting for so long she was efficient and took care of the problem. We need to clone her and we will be doing just fine."
- "Lino was very helpful today. I have a complicated situation, I am not from this country and I don't understand the health care system. He was very patient and helpful. He sounded very competent. I was much more confident with the information provided by Lino compared to speaking with the representative from Blue Shield."
- "Consumer states he has made several attempts to get his issue resolved with Covered CA regarding getting reinstated with Blue Shield as plan was terminated due to an error. Consumer states his customer service experience was like "day" and "night" in terms of the quality of customer service he received from Jessica and the other attempts he has made to resolve issue. Consumer states that Jessica walked him through the process and informed him that she would forward his issue to our Escalations Team to resolve as soon as possible. He also stated that he understands that it was not Covered CA's fault that he was terminated and is grateful that Jessica is working with him. He stated that the level of customer service she provided was excellent as she listened to his issue attentively and understood his concern quickly. He states that she assisted him to renew his coverage for the following year as well and it's one less thing for him to worry about. Consumer stated it was important for

him to give his feedback to someone at Covered CA as he believes quality customer service such as Jessica's needs to be acknowledged."

G. Important Next Steps

We continue to work with Covered California in taking calls and primarily processing applications and applications for renewals.

We and Covered California are anticipating that enrolling customers in the 2014-15 year will be more difficult due to the condensed three (3) month period for renewals, the three (3) month period for open enrollment, and the mailing of the 1095 IRS Subsidy Tax forms beginning in January 2015. These issues are anticipated to increase call volume and consumer questions thereby adding to the complexity and length of the calls.

We have also been in continued communication with Covered California leadership on the renewal of our existing contract and will continue these communications and negotiations (which are going well) with a planned submission of the amended or new contract to the Board of Supervisors in early to mid-January 2015. Meanwhile, we will continue our efforts to hire CSA staff up to our 162 FTEs as stipulated under our existing contract.

Our goal is to continue our excellent partnership with Covered California in providing and enhancing our services to the residents of California to readily access and obtain affordable health care coverage.



**Contra
Costa
County**

To: Board of Supervisors

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

Date: January 6, 2015

Subject: Execution of PG&E Interconnection Agreements for the Solar Photovoltaic Systems at Six County Facilities (WH269B)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director's, or designee's, execution of six Pacific Gas and Electric Company (PG&E) Interconnection Agreements for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kW or Less ("Agreements") for Solar Photovoltaic Installations at six County facilities.

FISCAL IMPACT:

There is no fiscal impact associated with the execution of the Agreements.

BACKGROUND:

Contra Costa County is one of the nineteen Bay Area Participating Agencies in the Regional Renewable Energy Procurement ("R-REP") project. Engaging in a collaborative procurement process for renewable energy leads to a reduction in renewable energy generation systems costs, transaction costs and administrative time, and enhanced leverage for public agencies in the negotiations of renewable energy systems. One of the main objectives of the R-REP solicitation was to achieve economies of scale through the collaborative procurement strategy. Contra Costa County will also benefit from the installation of renewable energy through sustained reductions in utility

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Ramesh Kanzaria, (925)
313-2000

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

By: , Deputy

cc: PW Accounting, PW CPM Interim Division Manager, PW CPM Clerical, Energy Program Manager, Auditor's Office, County Counsel's Office, County Administrator's Office, County Administrator's Office

BACKGROUND: (CONT'D)

operating costs. In addition, the renewable energy projects will significantly contribute to achieving Contra Costa County's Municipal Climate Action Plan targets for reduced Greenhouse Gas Emissions from government operations.

As part of the preliminary work performed in preparation of the Request for Proposals ("RFP"), Participating Agencies conducted feasibility studies on sites to determine technical adequacy and financial benefit of installing solar power systems. Through this process, six sites were selected in Contra Costa County to be included in the RFP. They are:

- Juvenile Hall, 202 Glacier Drive, Martinez
- Sheriff Coroner – Forensic Science Center, 1960 Muir Road, Martinez
- Office of Emergency Services, 50 Glacier Drive, Martinez
- Sheriff Patrol and Investigation, 1980 Muir Road, Martinez
- Public Works, 255 Glacier Drive, Martinez
- West County Health Center, 13601 San Pablo Avenue, San Pablo

As part of the R-REP process, bidders were required to show prices for both a power purchase option and direct purchase option for each site. This information was provided to the Finance Committee on May 29, 2014, and the Committee approved a direct purchase approach on all six sites.

On July 8, 2014, the Board of Supervisors awarded a construction contract to Team-Solar, Inc., a wholly subsidiary of SunEdison, Inc. ("Team Solar") in the amount of \$5,306,959 for the subject project. A utility interconnection agreement between the County and PG&E is required for each of the County facilities' solar power projects. This is because the solar system will tie back to the utility grid and the Agreements establish the conditions under which the utility will provide service. The Agreements also establish the net energy metering arrangement for solar generating facilities so that power produced is credited to the County at retail electric rates. Net energy metering is an important component to making these projects cost effective. The Juvenile Detention Center Interconnection Agreement will allow PG&E to interconnect the solar system to the facility through one interconnection point instead of two. This reduces installation costs while still benefiting from the power produced.

CONSEQUENCE OF NEGATIVE ACTION:

If the Agreement is not executed, the solar systems cannot be tied into the utility grid and the projects cannot proceed.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

PG&E Agreement - Public Works Department
PG&E Agreement - Office of Emergency Services
PG&E Agreement - Sheriff's Patrol and Investigation
PG&E Agreement - Juvenile Detention Facility
PG&E Agreement - Forensic Science Center
Load Aggregation Appendix - Juvenile Detention Facility



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

This *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kW or Less* (Agreement)¹ is entered into by and between Contra Costa County (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, 2827.7 and 2827.8 of the California Public Utilities Code and PG&E's electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Distribution System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).
- 2.2 Generating Facility identification number: _____ (Assigned by PG&E).
- 2.3 Customer-Generator's electric service agreement ID number: 6042623657
(Assigned by PG&E).

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

- 2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Distribution System:

Name: Department of Public Works

Address: 255 Glacier Drive

City/Zip Code: Martinez, 94553

- 2.5 Interconnected Equipment:

List of generating equipment interconnected with, or without, an inverter to PG&E. (For those generators interconnecting without an inverter, write in "N/A" in the right three columns. If an inverter is shared by more than one generator, write "shared" on the same line as that generator under the manufacturer column and do not enter the inverter rating. Attach list of additional equipment, if applicable.)

	Type of Generator (Solar / Wind / Hybrid)	Generator Rating (watts)	Manufacturer of Inverter used with Generator (if Applicable)	Inverter Model Number (if Applicable)	Inverter Rating (watts) ² (if Applicable)
1	Solar	(6) x 14kW = 84kW	Chint	CPS SCA14KTL-DO/US	13.4kW x 6 = 80.4kW
2					

- 2.6 Customer-Generator's otherwise-applicable rate schedule under the provisions of Schedule NEM will be A1P.
- 2.7 The Generating Facility's expected date of Initial Operation is 6/1/2015.
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.8 If the date of the permits allowing the Customer-Generator to commence construction of the Generating Facility is prior to January 1, 2003, please provide the date the permits were issued: N/A.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

- 3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).

² If installing an inverter, the inverter rating equals: (the CEC efficiency for each installed inverter) TIMES (the nameplate rating, in kW, of each inverter). The CEC efficiency is obtained on the CEC website at http://www.consumerenergycenter.org/erprebate/eligible_inverters.html as listed on the date the application is reviewed. Enter the total of all inverter ratings for multiple inverter installations in the Table above.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

Appendix B A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work* (62-4527), if applicable (Formed by the Parties).

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM.

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

- (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (between 30 kW and 1,000 kW)* (Form 79-974), including all supporting documents and payments as described in the Application; (2) a completed *Expanded Net Energy Metering (NEM) Supplemental Application* (Form 79-998); (3) a signed and completed *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in section 6 and provide the following for insurance policies in place.

Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.

The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

- 9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in section 6, the following insurance shall apply:

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause.

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Generation Interconnection Services- Contract
Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: Contra Costa County

Address: 255 Glacier Drive

City: Martinez, CA 94553

Phone: (925) 313-2000

FAX: (925) 313-2333

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

- 12.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

- 12.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

CUSTOMER-GENERATOR'S NAME

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Manager,
Generation Interconnection Services

Date: _____

Date: _____

**INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR
WIND ELECTRICGENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN
FACILITIES OF 30 KW OR LESS**

APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)

APPENDIX B
(If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

This *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kW or Less* (Agreement)¹ is entered into by and between Contra Costa County (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, 2827.7 and 2827.8 of the California Public Utilities Code and PG&E's electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Distribution System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).
- 2.2 Generating Facility identification number: _____ (Assigned by PG&E).
- 2.3 Customer-Generator's electric service agreement ID number: 7771951005
(Assigned by PG&E).

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

- 2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Distribution System:

Name: Office of Emergency Services

Address: 50 Glacier Drive (40 Glacier Dr. actual Meter location)

City/Zip Code: Martinez, 94553

- 2.5 Interconnected Equipment:

List of generating equipment interconnected with, or without, an inverter to PG&E. (For those generators interconnecting without an inverter, write in "N/A" in the right three columns. If an inverter is shared by more than one generator, write "shared" on the same line as that generator under the manufacturer column and do not enter the inverter rating. Attach list of additional equipment, if applicable.)

	Type of Generator (Solar / Wind / Hybrid)	Generator Rating (watts)	Manufacturer of Inverter used with Generator (if Applicable)	Inverter Model Number (if Applicable)	Inverter Rating (watts) ² (if Applicable)
1	Solar	(14)x14kW = 196kW	Chint	CPS SCA14KTL-DO/US	13.4kW x 14 = 187.6kW
2					

- 2.6 Customer-Generator's otherwise-applicable rate schedule under the provisions of Schedule NEM will be E19.
- 2.7 The Generating Facility's expected date of Initial Operation is 6/1/2015.
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.8 If the date of the permits allowing the Customer-Generator to commence construction of the Generating Facility is prior to January 1, 2003, please provide the date the permits were issued: N/A.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

- 3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).

² If installing an inverter, the inverter rating equals: (the CEC efficiency for each installed inverter) TIMES (the nameplate rating, in kW, of each inverter). The CEC efficiency is obtained on the CEC website at http://www.consumerenergycenter.org/erprebate/eligible_inverters.html as listed on the date the application is reviewed. Enter the total of all inverter ratings for multiple inverter installations in the Table above.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

Appendix B A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work* (62-4527), if applicable (Formed by the Parties).

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM.

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

- (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (between 30 kW and 1,000 kW)* (Form 79-974), including all supporting documents and payments as described in the Application; (2) a completed *Expanded Net Energy Metering (NEM) Supplemental Application* (Form 79-998); (3) a signed and completed *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in section 6 and provide the following for insurance policies in place.

Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.

The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

- 9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in section 6, the following insurance shall apply:

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause.

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Generation Interconnection Services- Contract
Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: Contra Costa County

Address: 255 Glacier Drive

City: Martinez, CA 94553

Phone: (925) 313-2000

FAX: (925) 313-2333

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

- 12.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

- 12.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

CUSTOMER-GENERATOR'S NAME

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Manager,
Generation Interconnection Services

Date: _____

Date: _____

**INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR
WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN
FACILITIES OF 30 KW OR LESS**

APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)

APPENDIX B
(If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

This *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kW or Less* (Agreement)¹ is entered into by and between Contra Costa County (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, 2827.7 and 2827.8 of the California Public Utilities Code and PG&E's electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Distribution System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).
- 2.2 Generating Facility identification number: _____ (Assigned by PG&E).
- 2.3 Customer-Generator's electric service agreement ID number: 5146958005 (Assigned by PG&E).

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

- 2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Distribution System:

Name: SHERIFFS PATROL BLDG
Address: 1980 Muir Road
City/Zip Code: Martinez, 94553

- 2.5 Interconnected Equipment:

List of generating equipment interconnected with, or without, an inverter to PG&E. (For those generators interconnecting without an inverter, write in "N/A" in the right three columns. If an inverter is shared by more than one generator, write "shared" on the same line as that generator under the manufacturer column and do not enter the inverter rating. Attach list of additional equipment, if applicable.)

	Type of Generator (Solar / Wind / Hybrid)	Generator Rating (watts)	Manufacturer of Inverter used with Generator (if Applicable)	Inverter Model Number (if Applicable)	Inverter Rating (watts) ² (if Applicable)
1	Solar	(15) x 14kW = 210kW	Chint	CPS SCA14KTL-DO/US	13.4kW x 15 = 201kW
2					

- 2.6 Customer-Generator's otherwise-applicable rate schedule under the provisions of Schedule NEM will be A10.
- 2.7 The Generating Facility's expected date of Initial Operation is 6/1/2015.
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.8 If the date of the permits allowing the Customer-Generator to commence construction of the Generating Facility is prior to January 1, 2003, please provide the date the permits were issued: N/A.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

- 3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).

² If installing an inverter, the inverter rating equals: (the CEC efficiency for each installed inverter) TIMES (the nameplate rating, in kW, of each inverter). The CEC efficiency is obtained on the CEC website at http://www.consumerenergycenter.org/erprebate/eligible_inverters.html as listed on the date the application is reviewed. Enter the total of all inverter ratings for multiple inverter installations in the Table above.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

Appendix B A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work* (62-4527), if applicable (Formed by the Parties).

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM.

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

- (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (between 30 kW and 1,000 kW)* (Form 79-974), including all supporting documents and payments as described in the Application; (2) a completed *Expanded Net Energy Metering (NEM) Supplemental Application* (Form 79-998); (3) a signed and completed *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in section 6 and provide the following for insurance policies in place.

Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.

The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

- 9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in section 6, the following insurance shall apply:

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause.

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Generation Interconnection Services- Contract
Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: Contra Costa County

Address: 255 Glacier Drive

City: Martinez, CA 94553

Phone: (925) 313-2000

FAX: (925) 313-2333

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

- 12.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

- 12.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

CUSTOMER-GENERATOR'S NAME

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Manager,
Generation Interconnection Services

Date: _____

Date: _____

**INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR
WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN
FACILITIES OF 30 KW OR LESS**

APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)

APPENDIX B
(If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

This *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kW or Less* (Agreement)¹ is entered into by and between Contra Costa County (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, 2827.7 and 2827.8 of the California Public Utilities Code and PG&E's electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Distribution System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).
- 2.2 Generating Facility identification number: _____ (Assigned by PG&E).
- 2.3 Customer-Generator's electric service agreement ID number: 1169077148
(Assigned by PG&E).

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

- 2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Distribution System:

Name: Juvenile Detention Center

Address: 202 Glacier Drive

City/Zip Code: Martinez, 94553

- 2.5 Interconnected Equipment:

List of generating equipment interconnected with, or without, an inverter to PG&E. (For those generators interconnecting without an inverter, write in "N/A" in the right three columns. If an inverter is shared by more than one generator, write "shared" on the same line as that generator under the manufacturer column and do not enter the inverter rating. Attach list of additional equipment, if applicable.)

	Type of Generator (Solar / Wind / Hybrid)	Generator Rating (watts)	Manufacturer of Inverter used with Generator (if Applicable)	Inverter Model Number (if Applicable)	Inverter Rating (watts) ² (if Applicable)
1	Solar	(11) x 28kW = 308kW	Chint	CPS SCA28KTL-DO/US	26.88kW x 11 = 295.68kW
2	Solar	(4) x 23kW = 92kW	Chint	CPS SCA23KTL-DO/US	22.08kW x 4 = 88.32kW

- 2.6 Customer-Generator's otherwise-applicable rate schedule under the provisions of Schedule NEM will be A10SX.
- 2.7 The Generating Facility's expected date of Initial Operation is 6/1/2015.
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.8 If the date of the permits allowing the Customer-Generator to commence construction of the Generating Facility is prior to January 1, 2003, please provide the date the permits were issued: N/A.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

- 3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).

² If installing an inverter, the inverter rating equals: (the CEC efficiency for each installed inverter) TIMES (the nameplate rating, in kW, of each inverter). The CEC efficiency is obtained on the CEC website at http://www.consumerenergycenter.org/erprebate/eligible_inverters.html as listed on the date the application is reviewed. Enter the total of all inverter ratings for multiple inverter installations in the Table above.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

Appendix B A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work* (62-4527), if applicable (Formed by the Parties).

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM.

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

- (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (between 30 kW and 1,000 kW)* (Form 79-974), including all supporting documents and payments as described in the Application; (2) a completed *Expanded Net Energy Metering (NEM) Supplemental Application* (Form 79-998); (3) a signed and completed *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in section 6 and provide the following for insurance policies in place.

Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.

The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

- 9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in section 6, the following insurance shall apply:

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause.

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Generation Interconnection Services- Contract
Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: Contra Costa County

Address: 255 Glacier Drive

City: Martinez, CA 94553

Phone: (925) 313-2000

FAX: (925) 313-2333

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

- 12.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

- 12.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

CUSTOMER-GENERATOR'S NAME

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Manager,
Generation Interconnection Services

Date: _____

Date: _____

**INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR
WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN
FACILITIES OF 30 KW OR LESS**

APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)

APPENDIX B
(If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

This *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kW or Less* (Agreement)¹ is entered into by and between Contra Costa County (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, 2827.7 and 2827.8 of the California Public Utilities Code and PG&E's electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Distribution System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).
- 2.2 Generating Facility identification number: _____ (Assigned by PG&E).
- 2.3 Customer-Generator's electric service agreement ID number: 5063624047
(Assigned by PG&E).

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

- 2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Distribution System:

Name: Sheriff Forensic Center

Address: 1960 Muir Road

City/Zip Code: Martinez, 94553

- 2.5 Interconnected Equipment:

List of generating equipment interconnected with, or without, an inverter to PG&E. (For those generators interconnecting without an inverter, write in "N/A" in the right three columns. If an inverter is shared by more than one generator, write "shared" on the same line as that generator under the manufacturer column and do not enter the inverter rating. Attach list of additional equipment, if applicable.)

	Type of Generator (Solar / Wind / Hybrid)	Generator Rating (watts)	Manufacturer of Inverter used with Generator (if Applicable)	Inverter Model Number (if Applicable)	Inverter Rating (watts) ² (if Applicable)
1	Solar	28kW x 11 = 308kW	Chint	CPS SCA28KTL-DO/US	26.88kW x 11 = 295.68kW
2	Solar	23kW x 1 = 23kW	Chint	CPS SCA23KTL-DO/US	22.08kW x1 = 22.08kW

- 2.6 Customer-Generator's otherwise-applicable rate schedule under the provisions of Schedule NEM will be A10SX.
- 2.7 The Generating Facility's expected date of Initial Operation is 6/1/2015.
The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.8 If the date of the permits allowing the Customer-Generator to commence construction of the Generating Facility is prior to January 1, 2003, please provide the date the permits were issued: N/A.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

- 3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).

² If installing an inverter, the inverter rating equals: (the CEC efficiency for each installed inverter) TIMES (the nameplate rating, in kW, of each inverter). The CEC efficiency is obtained on the CEC website at http://www.consumerenergycenter.org/erprebate/eligible_inverters.html as listed on the date the application is reviewed. Enter the total of all inverter ratings for multiple inverter installations in the Table above.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

Appendix B A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work* (62-4527), if applicable (Formed by the Parties).

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM.

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

- (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (between 30 kW and 1,000 kW)* (Form 79-974), including all supporting documents and payments as described in the Application; (2) a completed *Expanded Net Energy Metering (NEM) Supplemental Application* (Form 79-998); (3) a signed and completed *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in section 6 and provide the following for insurance policies in place.

Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.

The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

- 9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in section 6, the following insurance shall apply:

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause.

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Generation Interconnection Services- Contract
Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: Contra Costa County

Address: 255 Glacier Drive

City: Martinez, CA 94553

Phone: (925) 313-2000

FAX: (925) 313-2333

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

- 12.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

- 12.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

**Interconnection Agreement for Net Energy Metering of Solar or Wind Electric
Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less**

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

CUSTOMER-GENERATOR'S NAME

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Manager,
Generation Interconnection Services

Date: _____

Date: _____

**INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR
WIND ELECTRICGENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN
FACILITIES OF 30 KW OR LESS**

APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)

APPENDIX B

(If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)



NEM LOAD AGGREGATION APPENDIX

NEM LOAD AGGREGATION APPENDIX

(If Applicable)

List of Qualifying Accounts Eligible for
Load Aggregation under Special Condition 8 of Schedule
NEM and Customer-Generator Declaration Warranting NEM Aggregation Is Located On
Same or Adjacent or Contiguous Property to Generator Parcel



NEM LOAD AGGREGATION APPENDIX

This is an appendix to Form 79-1151A, 79-978, 79-1137 or 79-1069 as applicable. As governed by Schedule NEM Special Condition 8, PG&E will aggregate the load of the Customer-Generator's accounts listed below where the Customer-Generator is the customer of record and the accounts continue to meet the requirements of Special Condition 8 of PG&E's NEM tariff as outlined in the Customer Declaration below.

In accordance with this appendix:

- (i) Pursuant to Schedule NEM Special Condition 8, the electricity generated by the renewable electrical generation facility and exported to the grid shall be allocated to each of the aggregated meters in proportion to the electrical load served by those meters, and
- (ii) In accordance with Special Condition 8 of the Rate Schedule NEM, Customer-Generator shall remit service charges of TBD to PG&E for its cost of providing billing service to those meters, and
- (iii) Customer-Generator shall permanently be ineligible to receive AB 920 net surplus electricity compensation (NSC), and PG&E shall retain any kilowatt hours in excess of the eligible Customer-Generator's electrical load as determined for each aggregated meter individually. (However, if an Aggregated Account that is not a Generating Account is separated from the Arrangement, and subsequently qualifies for NEM, it may be eligible for NSC.)

This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

NEM LOAD AGGREGATION APPENDIX

Requesting Second Service for Generator: ☐ Yes ☒ No

For Load Aggregation Arrangements Requesting an additional service for Generator – Subject to all other applicable rules, an additional service may be allowed for the Generating Account if it has no load other than that associated directly with the Renewable Electric Generation Facility. However, a customer may not subsequently add load to that additional service, and if the Renewable Electrical Generation Facility is removed, the additional service, may not be converted to a load account.

Accounts	Customer-Generator Service Agreement ID from your Billing Statement ⁶	Account Address as listed on your Billing Statement (Street, City, Zip Code – no P.O. boxes)	Annual kWh Load ⁷
Generator Account	Contra Costa County - Juvenile Hall	(Old Wing)	
1.	1169077148	202 GLACIER DR, MARTINEZ, CA 94553	556,262 kWh
2.	7355285654	202 GLACIER DR, MARTINEZ, CA 94553	1,670,881 kWh
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Total Annual kWh			2,227,143 kWh
110% of Total Annual kWh (Standard NEM solar and/or wind <= 30 kW only)			

(Use more sheets as necessary. You do not have to restate the Generator Account on additional sheets.)

Total Annual Kwh Load (from all sheets, if applicable)	2,227,143 kWh
Estimated Annual kWh Production	
Solar = CEC-AC ⁸ rating X 1,664 ⁹	
Wind = Total Inverter Nameplate Rating X 2,190 ¹⁰	
Other Technologies = Total Inverter Nameplate Rating X 7,008 ¹¹	

(Customer-Generator) _____ Date: _____ Page: ___ of ___

⁶ If this is a new account, enter NEW.

⁷ For previous twelve months from date of signature. Please also enter the annual kWh for generator account prior to the generator being installed; if none, enter zero.

⁸ CEC-AC (kW) = California Energy Commission Alternating Current, refers to inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000

⁹ Estimated Solar Production = 8,760 hrs/yr X 0.19 solar capacity factor = 1,664

¹⁰ Estimated Wind Production = 8,760 hrs/yr X 0.25 wind capacity factor = 2,190

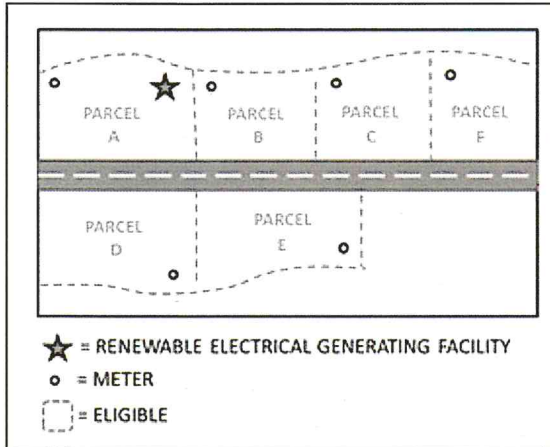
¹¹ Estimated Other Technologies = 8,760 hrs/yr X 0.80 other technologies capacity factor = 7,008



Customer-Generator Declaration

In accordance with Schedule NEM, I, Customer-Generator represent and warrant under penalty of perjury that:

- 1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and
- 2) Each of the aggregated account meters associated with this NEM generator account are located either
 - (i) on the property where the renewable electrical generation facility is located, or
 - (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

- 3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and
- 4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the meters listed in this Appendix ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and
- 5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM Special Condition 8 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Date

Signature

Type/Print Name

Title



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services
Date: January 6, 2015

Subject: Economic Opportunity Council Advisory Board 2014 Annual Report

RECOMMENDATION(S):

Accept the 2014 Annual Report from the Economic Opportunity Council Advisory Board for the period January 1, 2014 through December 31, 2014, as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:

None

BACKGROUND:

On June 18, 2002, the Contra Costa County Board of Supervisors adopted Resolution No, 2002/377, requiring each regular and ongoing board, commission and/or committee annually report to the Board of Supervisors on the activities, accomplishments, membership attendance, required training and certification programs, and proposed work plan/objectives for the following year. The attached report fulfills that requirement for the Economic Opportunity Council Advisory Board.

CONSEQUENCE OF NEGATIVE ACTION:

The Economic Opportunity Council Advisory Board would be out of compliance.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: J. Bhambra, (925)
681-6304

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

By: , Deputy

cc: Jagjit Bhambra, Cassandra Youngblood

ATTACHMENTS

2014 EOC Annual
Report

**Contra Costa County Employment & Human Services Department
Community Services Bureau
2014 Advisory Body Annual Report**

Advisory Body: Economic Opportunity Council (EOC)

Meeting Time/Location: Every 2nd Thursday of the month/40 Douglas Dr, Martinez, CA

Chair: Rachele Gomez, Low-Income Seat 2

Staff Support: Jagjit Bhambra, Administrative Services Assistant III

Reporting Period: January 2014 – December 2014

Recommendation

ACCEPT the 2014 Annual Report of the Economic Opportunity Council Advisory Board.

Activities

- Onsite monitoring of the recipients of Community Services Block Grant (CSBG) funds and their impact on addressing community needs and access to services:
 - ❖ Bay Area Legal Aid
 - ❖ Opportunity Junction
 - ❖ Contra Costa Clubhouses
 - ❖ RYSE Youth Center
 - ❖ Korean Community Center of the East Bay
 - ❖ Loaves and Fishes

All programs were reported as meeting their contract requirements and fulfilling their contracts for addressing and meeting community needs.

- EOC members participated in the following community service outreach projects.
 - Rachele Gomez established a community farm in the East County and started donating the fresh produce to the food-bank in July 2014
 - Rachele Gomez coached soccer at the day camp in Antioch in July 2014
 - Aisha Hall participated in “Stop the violence walk” on July 2014
 - Auna Harris participated in National night out sponsored by Girls Inc. and Richmond Police Department in August 2014
 - Dennisha Marsh participated in the new dog park and Wespac project discussions in the city of Pittsburg
 - Armando Morales has art project, “Dia de los Muertos” underway for the youth in the City of Oakley.
 - Ahmed Burden has established a youth basketball training in the City of Antioch

Accomplishments

- The BOS Community Action Month presentation occurred on May 7th.
- 4,670 households were served in the LIHEAP services and 360 homes were weatherized through the Weatherization Program.
- 25 Clerical Assistant Trainees completed this CSB program. Seven obtained employment.

Attendance/Representation

**Contra Costa County Employment & Human Services Department
Community Services Bureau
2014 Advisory Body Annual Report**

- Nine general business meetings were scheduled in 2014. Eight of the nine general business meetings achieved quorum.
- Joint meeting of the EOC Board Members, HS/EHS Policy Council, and Board of Supervisors occurred on April 16, 2014.
- Joint orientation and training of EOC Board Members and the HS/EHS Policy Council on October 25, 2014. Trainers sponsored by California Nevada Community Action Partnership conducted the EOC Board Member's Training

Training/Certification

- 2 EOC members attended the Facilitative Leadership Training conducted by the Community Services Bureau/EHSD in February 2014
- Joint Meeting of the EOC, PC, and the Board of Supervisors was held on April 16, 2014.
- Chair, Rachele Gomez, members, Dennisha Marsh, and 2 EOC staff members attended the Cal/Neva Region IX Annual Conference on April 29- May2, 2014 in Sacramento.
- 50th Commemoration at the State Capitol on April 29, 2014 at Sacramento was attended by the Chair, Vice Chair, six EOC members and six staff members.
- Chair, Rachele Gomez, Vice Chair Dennisha Marsh, and 2 EOC staff members participated in the National Community Action Partnership Annual Convention on August 19-29, 2015 in Washington DC.
- The EOC and PC Joint Orientation and Training was held on October 25th.
- EOC members participated in the Strengths Finder Training held on July 29, 2014 and October 28, 29, 2014. EOC/CSB staff members also attended the Strengths Finder Training.

2015 Proposed Work Plan

- The Economic Opportunity Council will hold Community Action Public Hearing at three locations in the county (East, Central, and West County). The EOC will receive public input for the needed services in the community which will be incorporated in the Contra Costa County Community Action Plan 2016-17.
- The 2016-2017 Community Action Plan (CAP) will be submitted to California Department of Community Services and Development before June 30, 2015. The CAP will include results of the Community Assessment, Public Hearing, and Strategic Plan.
- Increase community involvement and information sharing in the areas of interest identified in the Community Action Plan will be the focus of the Contra Costa County CAA/EOC
- May, June, and July 2015 the EOC members are scheduled for subcontractor onsite monitoring.
- Release Request for Proposals for Community Action service providers to be funded by the Community Services Block Grant to the subcontractors in July 2015.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: January 6, 2015

Subject: In-Home Supportive Services Public Authority Advisory Committee Report

RECOMMENDATION(S):

ACCEPT the 2014 In-Home Supportive Services (IHSS) Public Authority Advisory Committee Annual Report, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

None

BACKGROUND:

On June 18, 2002, the Contra Costa County Board of Supervisors accepted Resolution No. 2002/377 requesting each regular ongoing board, commission, and/or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership, attendance, required training and certification programs, and proposed work activities for the following year. The requirement is addressed by the In-Home Supportive Services Public Authority Advisory Committee in the attached report.

CONSEQUENCE OF NEGATIVE ACTION:

Not applicable.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Jan Watson,
363-6671

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

By: , Deputy

cc:

ATTACHMENTS

IHSS Public Authority Advisory Committee Report

Annual Report to the Contra Costa County Board of Supervisors

Name: Contra Costa County In-Home Supportive Services Public Authority
Advisory Committee

Meeting: 1:00 to 4:00 on the third Tuesday of every month (except August & December)
500 Ellinwood Way, Pleasant Hill

Chair: Sydney Anderson

Staff: Jan Watson, Executive Director
Elizabeth Dondi, Program Manager
Beatriz Salgado, Secretary – Advanced Level

Report Period: December 2013 – December 2014

Prepared by: Sydney Anderson, Chair
Jan Watson, Executive Director
Elizabeth Dondi, Program Manager

I. ACTIVITIES

Provider and Consumer Training

Through recommendations from the Health, Safety and Education Sub-Committee, consumer and provider educational and training sessions were conducted by Public Authority Registry/Training Specialists throughout the year.

Topics presented included:

- Alzheimer's disease
- CPR/First Aid
- Universal Precautions

This year as part of implementation of Senate Bill (SB) 855 and SB 873, which require caregivers to be compensated for overtime, travel time and wait time beginning January 1, 2015, the Registry staff conducted trainings to help providers and consumers understand rules pertaining to the added benefits and to teach them how to complete new timesheets which capture these additional benefits.

In addition to classroom training, the Public Authority continued to offer free comprehensive online caregiver training through IPCED (Institute for Professional Care Education). In order to cater to the demand of this training, this year the capacity was increased from 50 to 100 students. The online training is available to all active IHSS providers. Providers can earn credits (CEUs) for every course they complete. The online training is advertised on the Public Authority website and via the distribution of informational flyers.

Rapid Response Program

This program, which refers providers to IHSS consumers that are unexpectedly without their regular provider, continues to be negatively impacted by the discontinuance of stipends. However, the Public Authority staff initiated an on-call list of providers on the Registry, who are interested and willing to do short assignments. Public Authority staff has been using these providers to meet the needs of consumers who need emergency assistance. The committee continues to monitor the program and discuss ways to improve it so that vulnerable consumers may remain safely in their homes.

II. ACCOMPLISHMENTS

Communication and Networking/Community Involvement

Advisory Committee Chair Sydney Anderson serves as treasurer for the East County Senior Coalition. Ms. Anderson is also an organizer of the East County Resource and Networking Group. She organized and attended the Living Better after 50 event in April and a senior Health and Information fair in Bethel Island in November.

Member Joan Weber participated in the CICA conference call in October. She was appointed the Chair of Rapid Response Committee in October after the previous chair resigned.

Member Gary Gray attended East Bay Paratransit Advisory Committee meetings to advocate removing barriers for persons with disabilities at bus and BART stations. He was instrumental in having BART at the Orinda station change the pickup site for disabled persons.

This year committee members voted to add an advocacy sub-committee. Through advocacy efforts of this sub-committee, BART is considering alterations to their new train car design so as to accommodate the needs of disabled persons.

III. ATTENDANCE/REPRESENTATION

State Law, regulations and County Ordinance specify an eleven member Advisory Committee appointed by the Board of Supervisors. No fewer than fifty percent of the members shall be individuals who are current or past users of personal assistance services paid for through public or private funds or are consumers of In-Home Supportive Services. Six of the members meet this criteria.

Attendance at general meetings and sub-committees has been very good. One member resigned due to personal commitments. Currently there are two vacancies on the Committee: both are supervisorial appointments for District II and District V.

IV. TRAINING/CERTIFICATION

This year Advisory Committee members received training or attended presentations on the following topics:

- Ethics
- AB 1234 Mandatory Advisory Body Requirement (every two years)

V. PROPOSED WORK PLAN

- Recruit for and fill the vacancies on the Advisory Committee
- Continue to work with staff on trainings for providers and consumers
- Work with staff to increase the number of on-call providers for the Rapid Response Program and to restore stipends for the Program
- Increase outreach to providers regarding the ICPED online training
- Participate in monthly CICA meetings
- Reach out to other IHSS Public Authority advisory committees for best practices
- Work with East Bay transit agencies to improve the ridership experience for persons with disabilities
- Support staff during the implementation of SB 855 and SB 873
- Continue to monitor state and federal legislation and grants which impact IHSS



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: January 6, 2015

Subject: CONTINUE Extension of Emergency Declaration Regarding Homelessness

RECOMMENDATION(S):

CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County.

FISCAL IMPACT:

None.

BACKGROUND:

Government Code Section 8630 required that, for a body that meets weekly, the need to continue the emergency declaration be reviewed at least every 14 days until the local emergency is terminated. In no event is the review to take place more than 21 days after the previous review.

On November 16, 1999, the Board of Supervisors declared a local emergency, pursuant to the provisions of Government Code Section 8630 on homelessness in Contra Costa County.

With the continuing high number of homeless individuals and insufficient funding available to assist in sheltering all homeless individuals and families, it is appropriate for the Board to continue the declaration of a local emergency regarding homelessness.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/06/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is 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 6, 2015

Contact: Lavonna Martin,
925-313-6736

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors would not be in compliance with Government Code Section 8630.

CHILDREN'S IMPACT STATEMENT:

None.