

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**

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

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

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, WILL BE LIMITED TO THREE (3) MINUTES.

The Board Chair may reduce the amount of time allotted per speaker at the beginning of each item or public comment period depending on the number of speakers and the business of the day.
Your patience is appreciated.

A lunch break or closed session may be called at the discretion of the Board Chair.

Staff reports related to open session items on the agenda are also accessible on line at www.co.contra-costa.ca.us.

AGENDA
August 18, 2015

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

Inspirational Thought- "Somewhere, something incredible is waiting to be known." - Carl Sagan

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.148 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 the Consent Calendar will be considered with the Discussion Items.**

PRESENTATIONS (5 Minutes Each)

- PR.1** PRESENTATION recognizing the Delta Veterans Group for their outstanding work in the Veteran communities. (Supervisor Piepho and Supervisor Glover)
- PR.2** PRESENTATION celebrating the 50th Anniversary of the Voting Rights Act of August, 1965. (Supervisor Gioia)
- PR.3** PRESENTATION to recognize the 25th Anniversary of the Animal Rescue Foundation. (Supervisor Mitchoff)

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

D. 2 PUBLIC COMMENT (3 Minutes/Speaker)

- D.3** CONSIDER adopting Resolution No. 2015/301, approving the County's proposal to be awarded \$80 million in State financing for the West Contra Costa County Reentry, Treatment, and Housing facility project in the Richmond area, authorizing the Sheriff to submit the proposal to the State, and taking related actions, as recommended by the Sheriff-Coroner. (David O. Livingston, Sheriff-Coroner)
- D.4** CONSIDER introducing Ordinance No. 2015 - 20, to amend the County Ordinance Code to separate the Office of the Public Administrator from the Office of the District Attorney and change the Office of the Public Administrator to an appointive office, effective October 1, 2015; WAIVE reading; and FIX August 25, 2015 for adoption. (David Twa, County Administrator)
- D.5** HEARING to consider a reversion to acreage of subdivision SD04-08920 and finding of exemption under the California Environmental Quality Act, as recommended by the Public Works Director, El Sobrante area. (100% Developer Fees and Settlement Funds) (Warren Lai, Public Works Department)
- D.6** CONSIDER introducing Ordinance No. 2015-19, providing for a 12% salary increase for members of the Board of Supervisors, spread over three years beginning on January 1, 2016, as recommended by the *Ad Hoc* Committee on Board of Supervisors' Compensation, and limiting mileage reimbursement to out-of-district mileage; WAIVE reading; and FIX August 25, 2015 for adoption. (David Twa, County Administrator)

D. 7 CONSIDER reports of Board members.

ADJOURN

in memory of Mary Tuttle, long term member of the Exchange Club of San Ramon Valley,
Former Danville Volunteer of the Year, and a big supporter of Veterans and the All Wars
Memorial

and

in memory of Andreas Muno
15 years as a Software Developer for Employment and Human Services Department

Closed Session

A. CONFERENCE WITH LABOR NEGOTIATORS

1. Agency Negotiators: David Twa and Bruce Heid.

Employee Organizations: Contra Costa County Employees' Assn., Local No. 1; Am. Fed., State, County, & Mun. Empl., Locals 512 and 2700; Calif. Nurses Assn.; Service Empl. Int'l Union, Local 1021; District Attorney's Investigators Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters, Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of

Engineers; United Chief Officers Assn.; Service Empl. Int'l Union United Health Care Workers West; Contra Costa County Defenders Assn.; Probation Peace Officers Assn. of Contra Costa County; Contra Costa County Deputy District Attorneys' Assn.; and Prof. & Tech. Engineers, Local 21, AFL-CIO.

2. Agency Negotiators: David Twa.

Unrepresented Employees: All unrepresented employees.

B. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Gov. Code, § 54956.9(d)(1))

1. Contra Costa County v. Herman Pecot, Sr., et al., Contra Costa County Superior Court Case No. C14-00302

2. Retiree Support Group of Contra Costa County v. Contra Costa County, U.S. District Court, Northern District of California, Case No. C12-00944 JST

3. Lavarie McNair v. Contra Costa County, WCAB #ADJ9309697

CONSENT ITEMS

Road and Transportation

- C. 1** RESCIND Traffic Resolution No. 1961/538 prohibiting parking at all times along a portion of the westerly side of Oceanview Avenue; and, ADOPT Traffic Resolution No. 2015/4429 to prohibit parking at all times on a portion of the southwest side of Oceanview Avenue, as recommended by the Public Works Director, Kensington area. (No fiscal impact)

- C. 2** ADOPT Resolution No. 2015/293 ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Chesley Avenue between 5th Street and 6th Street, on July 18, 2015, from 9:00 a.m. through 6:00 p.m., for the purpose of the 6th Annual Music Festival, N. Richmond area. (No fiscal impact)

- C. 3** AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract with Maxwell Asphalt, Inc., in the amount of \$851,353, for the Byron Airport Pavement Enhancements Project, Byron area. (90% Federal Aviation Administration Airport Improvement Program, 2% Caltrans Funds, 8% Airport Enterprise Funds)

- C. 4** ADOPT Resolution No. 2015/296 approving and authorizing the Public Works Director, or designee, to fully close a portion of Marsh Creek Road, two miles west of Deer Valley Road, for a period not to exceed two consecutive days, between August 14, 2015 and September 14, 2015, from 7:00 a.m. to 7:00 p.m., on Saturday and Sunday, to construct a box culvert for the Marsh Creek Road Safety Improvements Project, Clayton area. (50% High Risk Rural Road Funds, 7% Proposition 1B Funds, 35% East County Area of Benefit Funds, 8% Contra Costa Water District Funds)
- C. 5** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Contract Cancellation Agreement with Summit CM, Inc. (d/b/a Summit Associates); and, a contract with Hanna Engineering, Inc. (d/b/a The Hanna Group) in an amount not to exceed \$200,000, for construction management services for the Alhambra Valley Road Safety Improvements Project, for the period of August 3, 2015 through June 30, 2016, Martinez area. (44% Federal Highway Safety Improvement Program, 38% Federal High Risk Rural Road Program, 18% Local Road Funds)
- C. 6** ADOPT Resolution No. 2015/288 ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of 2nd Street between Parker Avenue and John Street, on August 15, 2015, from 10:00 a.m. through 5:00 p.m., for the purpose of Stop the Violence/Back to School block party, Rodeo area. (No fiscal impact)

Engineering Services

- C. 7** ADOPT Resolution No. 2015/290 accepting an Offer of Dedication for Roadway Purposes for minor subdivision MS14-00004, for a project being developed by Cynthia Erb & Associates, LLC, as recommended by the Public Works Director, Alamo area. (No fiscal impact)
- C. 8** ADOPT Resolution No. 2015/291 accepting the Grant Deed of Development Rights for minor subdivision MS14-00004 for a project being developed by Cynthia Erb & Associates, LLC, as recommended by the Public Works Director, Alamo area. (No fiscal impact)
- C. 9** ADOPT Resolution No. 2015/286 accepting an Offer of Dedication – Public Utilities Easement for subdivision SD13-09325, Lot S, for a project being developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No fiscal impact)
- C. 10** ADOPT Resolution No. 2015/287 accepting an Offer of Dedication – Public Utilities Easement for subdivision SD13-09325, Lot U, for a project being developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No fiscal impact)

- C. 11** ADOPT Resolution No. 2015/283 approving the third extension of the Subdivision Agreement for minor subdivision MS05-00002, for a project being developed by Discovery Builders, Inc., as recommended by the Public Works Director, Lafayette area. (No fiscal impact)
- C. 12** ADOPT Resolution No. 2015/285 accepting an Offer of Dedication – Public Utilities Easement for subdivision SD13-09325, Lot 41, for a project being developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No fiscal impact)
- C. 13** ADOPT Resolution No. 2015/289 approving the Stormwater Management Facilities Operation and Maintenance Agreement for minor subdivision MS14-00004, for a project being developed by Cynthia Erb & Associates, LLC, as recommended by the Public Works Director, Alamo area. (No fiscal impact)

Special Districts & County Airports

- C. 14** APPROVE and AUTHORIZE the Public Works Director, or designee, to waive the rental fee of \$75 for the use of the Rodeo Senior Center by New Horizons Career Development Center on August 15, 2015, from 10:00 a.m. to 5:00 p.m., for the 2015 Annual Community Block Party, Rodeo area. (100% General Fund)
- C. 15** APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, to execute, on behalf of the Contra Costa Clean Water Program, a contract with ADH Technical Services, Inc., in an amount not to exceed \$600,000, for the period of July 1, 2015 to June 30, 2016, for compliance with mandated federal and state stormwater rules contained in National Pollutant Discharge Elimination System Permits issued by the San Francisco Bay and Central Valley Regional Water Quality Control Boards, Countywide. (100% Cities and County Stormwater Utility Fee Assessments)
- C. 16** AUTHORIZE the Director of Airports, or designee, to negotiate a ground lease and development terms between the County, as Landlord, and Montecito Aviation Group, as the developer, for approximately seven acres of land on the southwest side of the Buchanan Field Airport, Pacheco Area. (District IV)
- C. 17** APPROVE and AUTHORIZE the Purchasing Agent, to execute on behalf of the Director of Airports, a purchase order with Ascent Aviation Group, Inc. for aviation fuel, in an amount not to exceed \$230,000 for the period September 1, 2015 through August 31, 2016, at the Byron Airport (100% Airport Enterprise Fund)

Claims, Collections & Litigation

- C. 18** RECEIVE report concerning the final settlement of Dianna Pitchford-Graves vs County of Contra Costa; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$120,000, as recommended by the Risk Manager. (100% Workers' Compensation Internal Service Fund)
- C. 19** RECEIVE report concerning the final settlement of Matthew Hopkins vs. County of Contra Costa; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$75,000, as recommended by the Risk Manager. (100% Workers' Compensation Internal Service Fund)
- C. 20** RECEIVE public report of litigation settlement agreements that became final during the period of July 1, 2015 through July 31, 2015, as recommended by the County Counsel.
- C. 21** DENY claims filed by Jaime Cader, Henry Dillihant III (2), Kenneth Haynes, Nathaly Penaloza, Kim Taylor and Patricia Villalon.

Honors & Proclamations

- C. 22** ADOPT Resolution No. 2015/302 to recognize the 25th Anniversary of the Animal Rescue Foundation, as recommended by Supervisor Mitchoff.
- C. 23** ADOPT Resolution No. 2015/298 celebrating the 50th Anniversary of the Voting Rights Act of August 1965, as recommended by Supervisor Gioia.
- C. 24** ADOPT Resolution No. 2015/309 recognizing the Delta Veterans Group for their outstanding work in the Veteran communities, as recommended by Supervisor Piepho and Supervisor Glover.

Ordinances

- C. 25** ADOPT Ordinance No. 2015-14 to exempt from the Merit System the newly established classification of Assistant Deputy Director - Conservation and Development-Exempt, as recommended by the Human Resources Director. (No fiscal impact)

Appointments & Resignations

- C. 26** DECLARE vacant the Business Seat 1 Alternate -West County Council of Industries on the Hazardous Materials Commission due to resignation, and DIRECT the Clerk of the Board to post the vacancy.
- C. 27** APPROVE the medical staff appointments and reappointments, additional privileges, primary department changes, medical staff advancement, voluntary resignations, change to dentist privileges and approval of pain management privileges as recommend by the Medical Staff Executive Committee, at their July 1, 2015 meeting, and by the Health Services Director.
- C. 28** ACCEPT the resignation of Paul Eykamp; DECLARE vacant the District II Seat of the Iron Horse Corridor Management Program Advisory Committee; and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Andersen.
- C. 29** APPOINT Scott Anderson to the County, School District, and Community College District seat on the Treasury Oversight Committee to complete the unexpired term ending on April 30, 2016, as recommended by the Internal Operations Committee.
- C. 30** REAPPOINT Gareth Ashley and Matt Regan to the District IV Seats on the First 5 Children and Families Commission, as recommended by Supervisor Mitchoff.
- C. 31** REAPPOINT Don Woodrow to the County Library Commission District 1 seat, as recommended by Supervisor Gioia.
- C. 32** APPOINT Matthew Bacinkas to Low-Income Sector Seat No. 1 of the Contra Costa County Economic Opportunity Council for the term expiring on June 30, 2019 as recommended by the Employment & Human Services Director.
- C. 33** ACCEPT resignation of Matthew Bacinkas, DECLARE a vacancy in the Economic Opportunity Council Low-Income Alternate Seat, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment & Human Services Director.

Personnel Actions

- C. 34** ADOPT Position Adjustment Resolution No.21649 to establish the classification of Public Health Mobile Clinic Operator (represented) position and allocate to the salary schedule; and reclassify eight Driver Clerk (represented) positions in the Health Services Department. (100% FQHC Revenue)
- C. 35** ADOPT Position Adjustment Resolution No. 21712 to add one Payroll Systems Accountant (represented) position to the Office of the Auditor-Controller. (100% General Fund)

- C. 36** ADOPT Position Adjustment Resolution No. 21716 to add one Eligibility Work Supervisor I (represented) position and one Social Service Program Assistant (represented) position; and cancel two Social Worker (represented) positions in the Employment and Human Services Department (80% Federal, 20% State funds)
- C. 37** ADOPT Position Adjustment Resolution No. 21720 to add one Registered Nurse-Experienced Level position (represented) in the Health Services Department. (100% CCHP Enterprise Fund II)
- C. 38** ADOPT Position Adjustment Resolution No. 21721 to add one Account Clerk-Experienced Level position (represented) and cancel one Information Systems Assistant II position (represented) in the Health Services Department. (100% Enterprise Fund I)
- C. 39** ADOPT Position Adjustment No. 21713 to decrease the position hours of one Board of Supervisors Assistant-Specialist (unrepresented) position in the District I Board of Supervisors Office. (Cost Savings)
- C. 40** ADOPT Position Adjustment Resolution No. 21722 to add one Health Plan Member Services Counselor position (represented) in the Health Services Department. (100% CCHP Enterprise Fund II)
- C. 41** ADOPT Position Adjustment Resolution No. 21723 to add one Environmental Services Supervisor position (represented) and cancel two permanent part-time Institutional Services Worker-Generalist positions (represented) in the Health Services Department. (Cost Savings)
- C. 42** ADOPT Position Adjustment Resolution No. 21726 to add two Mental Health Clinical Specialist and one Mental Health Program Supervisor positions in the Health Services Department. (100% MHSA Funds)
- C. 43** ADOPT Position Adjustment Resolution No. 21727 to add one Mental Health Program Supervisor and cancel one Mental Health Clinical Specialist position in the Health Services Department. (100% Mental Health Realignment Funds)
- C. 44** ADOPT Position Adjustment Resolution No. 21728 add Mental Health Clinical Specialist position in the Health Services Department. (100% Community MH Block Grant)
- C. 45** ADOPT Position Adjustment Resolution No. 21729 to add Clerk Experienced Level position in the Health Services Department. (100% Hospital Enterprise Fund I)

- C. 46** ADOPT Resolution No. 2015/313 to abolish four Environmental Health Technician positions (represented) and layoff one employee in the Health Services Department. (Cost Savings)

Leases

- C. 47** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease with Santa Rosa Campway, Inc., for a term beginning July 1, 2015, and ending June 30, 2017, for approximately 9,000 square feet of undeveloped land located at Pacheco Boulevard and Blum Road in Pacheco, at a rent of \$800 per month, under the terms and conditions set forth in the lease. (100% Road Fund)

Grants & Contracts

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

- C. 48** APPROVE the allocation of the 2015 Housing Opportunities for Persons with HIV/AIDS funds, from the U.S. Department of HUD, and AUTHORIZE the Conservation and Development Department Director, or designee, to execute a contract with the City of Oakland to enable the County to administer \$511,585 in fiscal year 2015 Housing Opportunities for Persons with HIV/AIDS funds, to provide housing and supportive services for low-income persons with HIV/AIDS, for the period of July 1, 2015 through June 30, 2018. (100% federal funds; no County match)
- C. 49** ADOPT Resolution No. 2015/282 to approve and authorize the Employment and Human Services Director, or designee, to execute a contract with the California Department of Aging to pay the County an amount not to exceed \$338,233 for the Health Insurance Counseling and Advocacy Program services for the period July 1, 2015 through June 30, 2016. (No County match)
- C. 50** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept funding from the Assistance League of Diablo Valley in an amount not to exceed \$11,000 for the Independent Living Skills Program, Senior Year Expenses Scholarship Program for foster youth residing in Contra Costa County for the period July 1, 2015 through June 30, 2016. (No County match)
- C. 51** APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a grant award from Kaiser Permanente, Diablo Area Community Benefit, in an amount not to exceed \$50,000 for the County's Public Health, Family Maternal and Child Health, Healthy Families American Project, for the period from July 1, 2015 through June 30, 2016. (No County match)

- C. 52** 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 public programs at the Crockett Library for the period September 1 through December 31, 2015. (No Library fund match)
- C. 53** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Kaiser Foundation Hospitals, to pay the County up to \$50,000 for the East County Outpatient Lactation Support Project, for the period from July 1, 2015 through June 30, 2016. (No County match)
- C. 54** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the Pittsburg Unified School District to pay the County an amount not to exceed \$150,000, for the provision of mental health intervention services for certain special education students, for the period July 1, 2015 through June 30, 2016. (No County match)
- C. 55** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the Department of Health Care Services, effective July 1, 2014, to make technical adjustments to the budget and to increase the amount payable to the County by \$1,286,253, to a new payment limit up to \$28,938,125, for continuation of the Drug Medi-Cal Substance Abuse Treatment Services with no change in the original term of July 1, 2014 through June 30, 2017. (No County match)
- C. 56** APPROVE and AUTHORIZE the Health Services Director, or his designee, to execute a contract with Public Health Foundation Enterprises, Inc., in an amount up to \$22,466, to support the Centers for Disease Control and Prevention's Emerging Infections Program - Retail Foods Project for the period from January 1, 2015 through July 31, 2015 (No County match)
- C. 57** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the California Department of Public Health, in an amount up to \$258,044, for the Sexually Transmitted Disease Community Intervention Program, for the period from July 1, 2015 through June 30, 2019. (No County match)
- C. 58** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the City of San Pablo, effective June 30, 2015, to extend the term from June 30, 2015 through June 30, 2016, with no change in the original amount payable of \$34,190, for continuation of the County's Public Health, Community Wellness and Prevention Program, Rumrill Boulevard/13th Street Corridor Mobility Plan Project, (No County match)

- C. 59** APPROVE and AUTHORIZE the Health Service Director, or designee, to accept Transportation Development Act Grant funds from Metropolitan Transportation Commission for the Bicycle and Pedestrian Safety Education Project , in the total amount of \$30,000, for fiscal year 2015/2016. (\$11,770 General Fund match required)
- C. 60** APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to apply for and accept funding from the U.S. Department of Health and Human Services, Administration for Children and Families, in an amount not to exceed \$15,689,730 for Head Start program services for the period of January 1, 2016 through December 31, 2016. (20% In-kind County match)
- C. 61** APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to apply for and accept funding from the U.S. Department of Health and Human Services, Administration for Children and Families, for an amount not to exceed \$3,443,834 for Early Head Start program services for the period of January 1, 2016 through December 31, 2016. (20% In-kind County match)
- C. 62** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to apply for and accept a Boating Safety and Equipment Grant from the State of California Department of Boating and Waterways in an initial amount not to exceed \$30,495 to repair various patrol vessels effective October 1, 2015. (100% State)
- C. 63** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute an agreement with the City of Alameda Police Department, including mutual indemnification, for use of the Sheriff's Range Facility for the period July 1, 2015 through June 30, 2017. (100% Participant fee revenue)
- C. 64** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the State of California Commission on Peace Officer Standards and Training, including indemnification of the State of California, to pay the County an initial amount of \$24,467 to provide the "Driving Simulator Instructor Training" course for the period July 1, 2015 through June 30, 2016. (100% State)

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

- C. 65** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with Dudek, in an amount not to exceed \$180,545, to conduct the environmental review for the Byron Airport General Plan Amendment Project, for the period from August 19, 2015, through August 18, 2016. (100% Mariposa Energy Project Community Benefits Fund)

- C. 66** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with FBC Community Outreach, Inc. in an amount not to exceed \$225,000 for Child Welfare Differential Response Program services for the period July 1, 2015 through June 30 2016. (30% County, 70% State)
- C. 67** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Juanita M. Knight, MFT, in an amount not to exceed \$120,000, to provide Medi-Cal specialty mental health services for the period July 1, 2015 through June 30, 2017. (50% Federal Medi-Cal; 50% State General Fund)
- C. 68** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Peyman Keyashian, M.D., effective June 1, 2015, to increase the payment limit by \$50,000 to a new payment limit of \$450,000, for the provision of anesthesiology services at Contra Costa Regional Medical Center and Contra Costa Health Centers, including but not limited to, training, medical procedures, and on-call coverage for the General and Obstetrics Units, with no change in the term of January 19, 2015 through January 31, 2016. (100% Hospital Enterprise Fund I)
- C. 69** AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract with Thompson Builders Corporation in the amount of \$4,959,175 for the Renovations and Remodeling at the Contra Costa County Finance Building, 625 Court Street, Martinez Project. (100% Facilities Lifecycle Investment Funds)
- C. 70** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with KMD Architects to increase the payment limit by \$50,000 to a new payment limit of \$210,000, and to provide for additional architectural and engineering consulting services in connection with the County's SB 863 grant funding application to the California Board of State and Community Corrections for \$80 million for the construction of the West County Reentry, Treatment and Housing Replacement Project, Richmond area. (100% General Fund)
- C. 71** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the First Amendment to Transportation Service Agreement with Central Contra Costa Transit Authority to extend the termination date from December 31, 2015 to December 31, 2020 and increase the annual payment limit from \$159,000 to \$166,000, effective January 1, 2016, with an annual adjustment based on the Consumer Price Index for All Urban Consumers for the Bay Area: San Francisco-Oakland-San Jose every July, to continue to provide on-demand shuttle services, Danville area. (100% County Service Area T-1 Funds)

- C. 72** AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract with Roofing Contractors, Inc. (dba Western Roofing Service) in the amount of \$359,577 for the Roof Replacement at 2099 Arnold Industrial Way, Concord Project. (100% Facilities Lifecycle Improvement Fund)
- C. 73** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Asian Community Mental Health Board in an amount not to exceed \$150,000, to provide interpretation services to Southeast Asian refugees in West Contra Costa County, for the period July 1, 2015 through June 30, 2016. (100% Mental Health Realignment)
- C. 74** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Center for Human Development in an amount not to exceed \$133,000, to provide Mental Health Services Act (MHSA) prevention and early intervention services to under served cultural communities in East County, for the period July 1, 2015 through June 30, 2016, with a six-month automatic extension through December 31, 2016, in an amount not to exceed \$66,500. (100% MHSA Funds)
- C. 75** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Medicus Emergency Room Medicine Services West, LLC, in an amount not to exceed \$275,000, to provide temporary physician services for the Emergency Room at Contra Costa Regional Medical and Health Centers, for the period August 1, 2015 through July 31, 2016. (100% Hospital Enterprise Fund I)
- C. 76** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Center for Human Development, in an amount not to exceed \$636,338, to provide substance abuse primary prevention program services for the period July 1, 2015 through June 30, 2016. (100% Federal Substance Abuse Prevention and Treatment Primary Prevention)
- C. 77** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Health Informatics & Technology Consulting, LLC in an amount not to exceed \$510,000, to provide technical support to the Health Services Director on integrating Behavioral Health Services into the Epic System, for the period July 1, 2015 through June 30, 2017. (100% Hospital Enterprise Fund I)
- C. 78** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Contra Costa ARC, in an amount not to exceed \$2,186,138, to provide wrap-around services including community based mental health treatment, to high risk youth and their families for the period July 1, 2015 through June 30, 2016, with a six-month automatic extension through December 31, 2016, in an amount not to exceed \$1,093,069. (50% Federal Financial Participation; 50% County Realignment)

- C. 79** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a purchase order with CDW Corporation, in an amount not to exceed \$200,000 for scanners, printers, mobile devices, laptops, and minor computer hardware for the period July 1, 2015 through June 30, 2016. (100% Hospital Enterprise Fund I)
- C. 80** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a purchase order with Hardy Diagnostics Inc., in the amount of \$140,000 for media, reagents and other supplies for the Contra Costa Regional Medical and Health Centers for the period July 1, 2015 through June 30, 2016. (100% Hospital Enterprise Fund I)
- C. 81** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with All County Flooring in an amount not to exceed \$500,000 for flooring services, for the period of July 1, 2015 through June 30, 2018, Countywide. (100% General Fund)
- C. 82** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Cox Commercial Flooring in an amount not to exceed \$500,000 for flooring services, for the period of July 1, 2015 through June 30, 2018, Countywide. (100% General Fund)
- C. 83** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Performance Marine Specialists, Inc., in an amount not to exceed \$250,000 for maintenance services for patrol and service boats, for the period of August 1, 2015 through July 31, 2018, Countywide. (100% Internal Service Fund-Fleet)
- C. 84** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Oceanside Laundry, LLC, in an amount not to exceed \$2,522,000, for the provision of linen rental and laundering services for the Contra Costa Regional Medical and Health Centers, for the period from July 1, 2015 through June 30, 2018. (100% Hospital Enterprise Fund I)
- C. 85** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Nguyen T. Do, D.O., Inc, in an amount not to exceed \$350,000, to provide Neurological Surgery services to Contra Costa Health Plan (CCHP) members, for the period August 1, 2015 through July 31, 2017. (100% CCHP Enterprise Fund II)

- C. 86** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Center for Human Development, in an amount not to exceed \$846,903 to provide health education and outreach services to Spanish-speaking residents, for the period July 1, 2015 through June 30, 2016. (11% Medi-Cal Administration Activities, 85% Health Services Ambulatory Care, 4% San Francisco Foundation Grant)
- C. 87** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Dharmini Harichandran, M.D in an amount not to exceed \$174,720, to provide outpatient psychiatric care for mentally ill adults in East County for the period from September 1, 2015 through August 31, 2016. (100% Mental Health Realignment)
- C. 88** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Arianne Ferguson, M.D. in an amount not to exceed \$174,720, to provide outpatient psychiatric care to patients in Central County for the period through August 31, 2016. (100% Mental Health Realignment)
- C. 89** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Diablo Medical and Sleep Clinic Medical Corporation in an amount not to exceed \$120,000, to provide pulmonary and sleep medicine to Contra Costa Health Plan (CCHP) members, for the period June 1, 2015 through May 31, 2018. (100% CCHP Enterprise Fund II)
- C. 90** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with J. Arias Medical Corporation in an amount not to exceed \$150,000, to provide primary care services, to Contra Costa Health Plan (CCHP) members for the period August 1, 2015 through July 31, 2017. (100% CCHP Enterprise Fund II)
- C. 91** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Salvador Lopez, MFT, in an amount not to exceed \$120,000, to provide Medi-Cal specialty mental health services, for the period July 1, 2015 through June 30, 2017. (50% Federal Medi-Cal; 50% State General Fund)
- C. 92** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bay Area Community Resources, Inc., in an amount not to exceed \$403,647, to provide drug abuse prevention and treatment services, for the period July 1, 2015 through June 30, 2016. (56% Substance Abuse Prevention and Treatment Discretionary funds, 17% Substance Abuse Prevention and Treatment Prevention Set-Aside funds, 7% Realignment funds; 20% SAMHWorks funds)

- C. 93** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Engeo Incorporated in an amount not to exceed \$50,000, to provide professional stormwater quality services for a variety of National Pollutant Discharge Elimination System Permit requirements for the period of April 1, 2015 through March 31, 2018, Countywide. (100% Stormwater Utility Assessment Revenue Funds)
- C. 94** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with STAND! For Families Free of Violence in an amount not to exceed \$122,733, to provide Mental Health Services Act prevention and early intervention services for the period July 1, 2015 through June 30, 2016, with a six-month automatic extension through December 31, 2016, in an amount not to exceed \$61,367. (100% Mental Health Services Act)
- C. 95** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Medical Anesthesia Consultants Medical Group, Inc., effective June 1, 2015, to add high risk pre-operative anesthesiology services in the Radiology and Intensive Care Units to the service plan, and amend the rates with no change in payment limit of \$150,000, or in the original term of March 1, 2015 through February 28, 2018 (100% Hospital Enterprise Fund I)
- C. 96** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Infectious Disease Doctors Medical Group, APC, in an amount not to exceed \$250,000, to provide infectious disease consulting and training at Contra Costa Regional Medical and Health Centers, for the period May 1, 2015 through April 30, 2016. (100% Hospital Enterprise Fund I)
- C. 97** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Cardinal Health Pharmacy Services, LLC, including modified indemnification language, in an amount not to exceed \$685,000, to provide remote order entry services of physician medication orders at Contra Costa Regional Medical and Health Centers, for the period June 1, 2015 through May 31, 2016. (100% Hospital Enterprise Fund I)
- C. 98** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Rubicon Programs Incorporated, in an amount not to exceed \$928,813, to provide Mental Health Services Act Community Services and Supports Program services, for the period from July 1, 2015 through June 30, 2016. (39% Federal Financial Participation, 61% State Mental Health Services Act)

- C. 99** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Roobal Sekhon, D.O., in an amount not to exceed \$254,720, to provide outpatient psychiatric care for County's Adult Mental Health Clinics, including sleep studies, airway pressure clinics, and administrative duties at Contra Costa Regional Medical and Health Centers, for the period August 1, 2015 through July 31, 2016. (69% Mental Health Realignment, 31% Hospital Enterprise Fund I)
- C.100** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Chiu Hung Tung, M.D., Inc., effective June 1, 2015, to increase the payment limit by \$80,000 to a new payment limit of \$1,925,000, to add high risk pre-operative anesthesiology services in the Radiology and Intensive Care Units to the service plan, with no change in the original term of October 1, 2013 through September 30, 2016. (100% Hospital Enterprise Fund I)
- C.101** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Robert J. Lindsay, M.D., effective June 1, 2015, to add high risk pre-operative anesthesiology services to the service plan, and amend the rates, with no change in payment limit of \$1,050,000, and no change in the original term of October 1, 2013 through September 30, 2016. (100% Hospital Enterprise Fund I)
- C.102** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Jeffrey Saadi, M.D., effective June 1, 2015, to add high risk pre-operative anesthesiology services to the service plan at Contra Costa Regional Medical and Health Centers, with no change in payment limit of \$1,200,000, and no change in the original term of October 1, 2013 through September 30, 2016. (100% Hospital Enterprise Fund I)
- C.103** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract cancellation agreement with Robert Green (dba East Bay Audiologists), effective at the close of business on August 31, 2015. (100% Hospital Enterprise Fund I)
- C.104** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with East Bay Audiologists, A Professional Corporation, in an amount not to exceed \$936,000, to provide audiology services at Contra Costa Regional Medical and Health Centers, for the September 1, 2015 through August 31, 2017. (100% Hospital Enterprise Fund I)

- C.105** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a cancellation agreement with East Bay Medical Oncology/Hematology Medical Associates, Inc. (dba Epic Care) for their existing contract, effective at close of business on June 30, 2015; and to execute a new contract in an amount not to exceed \$2,311,400 to provide oncology and hematology care at Contra Costa Regional Medical and Health Centers for the period July 1, 2015 through June 30, 2018. (100% Hospital Enterprise Fund I)
- C.106** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with George Lee, M.D., effective June 1, 2015, to increase the payment limit by \$70,000 for a new payment limit of \$1,345,000 for anesthesiology care services at Contra Costa Regional Medical and Health Centers with no change in the original term of August 1, 2012 through July 31, 2015. (100% Hospital Enterprise Fund I)
- C.107** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Contra Costa Interfaith Transitional Housing Inc. (dba Contra Costa Interfaith Housing, Inc.), effective June 1, 2015, to increase the payment limit by \$88,000 to a new payment limit of \$108,000 to provide additional housing advocacy services to additional clients, and extend the term from June 30, 2015 through February 29, 2016. (100% Federal Department of Housing and Urban Development through the City of Oakland)
- C.108** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Ujima Family Recovery Services, in an amount not to exceed \$1,710,194, to provide residential and outpatient alcohol and drug treatment services for pregnant and parenting women and their children, for the period July 1, 2015 through June 30, 2016 (84% Federal Perinatal Set-Aside; 16% Drug Medi-Cal funds)
- C.109** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Department of Public Health, Tuberculosis Control Branch, to pay the County an amount up to \$291,142, for the Tuberculosis Control Program for the period from July 1, 2015 through June 30, 2016, and AUTHORIZE the Purchasing Agent to issue payment(s) up to \$16,559 of the total contract amount, to be used for food, shelter, incentives and enablers. (No County match)
- C.110** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Mt. Diablo Unified School District, effective August 1, 2015, to extend the term from August 31, 2015 to July 31, 2017 to continue providing supervised fieldwork instruction for Contractor students. (No fiscal impact)

- C.111** APPROVE and AUTHORIZE the County Risk Manager to execute a contract with Todd Boley, Attorney at Law, for legal services for the period of July 1, 2015 through June 30, 2016, in accordance with a specified fee schedule. (100% General Liability Internal Service Fund.)
- C.112** APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with Industrial Employers and Distributor's Association, effective June 29, 2015, to increase the payment limit by \$227,287 to a new payment limit of \$446,365 to continue providing labor negotiations and support services, and to extend the term of the agreement from June 30, 2015 to June 30, 2016. (100% General Fund)
- C.113** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with LTP Carepro, Inc. (dba Pleasant Hill Manor), to increase the payment limit by \$60,000 to a new payment limit of \$312,000 to provide additional twenty-four hour board and care services, with no change in the original term of February 1, 2015 through January 31, 2016. (71% Mental Health Realignment, 29% Mental Health Services Administration Housing funds)
- C.114** APPROVE and AUTHORIZE the Purchasing Agent on behalf of the Health Services Department, to execute a purchase order with the Echo Group, Inc. in an amount not exceed \$460,740.00 for the annual InSyst/PSP software and hardware maintenance for the Behavioral Health Services Division, Mental Health, and Alcohol and other Drugs Services, for the period from July 1, 2015 through June 30 2017. (95% Mental Health Realignment, 5% General Fund)
- C.115** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Kelly Bradley, MFT in an amount not to exceed \$110,000, to provide Medi-Cal specialty mental health services, for the period July 1, 2015 through June 30, 2017. (50% State General Fund; 50% Federal Medi-Cal)
- C.116** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Minou Djavaherian, MFT, in an amount not to exceed \$190,000, to provide Medi-Cal specialty mental health services, for the period July 1, 2015 through June 30, 2017. (50% State General Fund; 50% Federal Medi-Cal)
- C.117** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a purchase order with Allsteel/Sam Clar Inc., in the amount of \$272,496 for furniture for the new Antioch Health Center. (100% Hospital Enterprise Fund I)

- C.118** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Counseling Options & Parent Education, Inc. in an amount not to exceed \$225,000, to provide Triple-P parent education classes and practitioner trainings, for the period July 1, 2015 through June 30, 2016, with a six-month automatic extension through December 31, 2016, in an amount not to exceed \$112,500. (100% Mental Health Services Act)
- C.119** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with East Bay Perinatal Medical Associates in an amount not to exceed \$700,000, to provide maternal-fetal medicine services for Contra Costa Health Plan (CCHP) members, for the period from July 1, 2015 through June 30, 2017. (100% CCHP Enterprise Fund II)
- C.120** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Judith Watkins, MFT, in an amount not to exceed \$110,000, to provide Medi-Cal Specialty mental health services, for the period July 1, 2015 through June 30, 2017. (50% Federal Medi-Cal; 50% State General Fund)
- C.121** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a purchase order amendment with Olympus America, Inc. to increase the payment limit by \$134,065 for a new total of \$410,065 to add repair and maintenance of gastrointestinal scopes to the service agreement for the Contra Costa Regional Medical and Health Centers with no change in the original term of April 11, 2013 through April 10, 2017. (100% Enterprise Fund I)
- C.122** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Medical Solutions, LLC (dba Nebraska Medical Solutions), effective July 1, 2015, to add additional classifications of temporary staffing services for Contra Costa Regional Medical and Health Centers, with no change in the original payment limit of \$1,600,000 and no change in the original term of July 1, 2015 through June 30, 2016. (100% Hospital Enterprise Fund I)
- C.123** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Rubicon Programs Incorporated, in an amount not to exceed \$928,813, to provide Mental Health Services Act Community Services and Supports Program services, for the period from July 1, 2015 through June 30, 2016. (39% Federal Financial Participation, 61% State Mental Health Services Act)

- C.124** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a blanket purchase order with Tiernan-Leino Dental Laboratory, in the amount of \$145,000 for dental prosthetics for dentures and partials, and to purchase other dental laboratory supplies for the Contra Costa Regional Medical Health Centers, from July 1, 2015 through June 30, 2016. (100% Hospital Enterprise Fund I)
- C.125** APPROVE and AUTHORIZE the County Librarian, or designee, to execute a contract with 3M Library Systems in an amount not to exceed \$155,460 for service and maintenance of self-check and self-return equipment, Radio Frequency Identification (RFID) security gates, RFID digital library assistants, and staff workstations for the period July 1, 2015 through June 30, 2016. (100% Library Fund)
- C.126** APPROVE and AUTHORIZE the Chief Information Officer, or his designee, to execute a Statement of Work for Hourly Services with International Business Machines Corporation, in an amount not to exceed \$154,400, to replace the Department of Information Technology's current billing application with IBM's Usage and Accounting Collector mainframe application, for the period August 18, 2015 through August 17, 2016. (100% User Fees)
- C.127** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Rotorcraft Support, Inc., in an amount not to exceed \$1,500,000 for helicopter maintenance services for the period September 1, 2015 through August 31, 2016. (49% CSA P-6 Zone, 35% State, 16% User Agency revenue)
- C.128** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with First Baptist Church of Pittsburg, including modified indemnification language, in an amount not to exceed \$908,659, to provide State Preschool, Pre-kindergarten Literacy and Head Start and Early Head Start Program services, for the term July 1, 2015 through June 30, 2016. (87% State, 13% Federal)
- C.129** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with First Baptist Church of Pittsburg, California, including modified indemnification language, in an amount not to exceed \$1,205,979, to provide childcare services at Fairgrounds Children's Center, for the term July 1, 2015 through June 30, 2016. (26% Federal, 74% State)
- C.130** APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute a contract with Martinez Early Childhood Center to provide Early Head Start and Head Start Program Enhancement services with in an amount not to exceed \$175,200 for the period July 1, 2015 through June 30, 2016. (100% Federal)

C.131 APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with Citygate Associates, LLC, to increase the payment limit by \$6,000, from \$93,381, to a new payment limit of \$99,381, for additional independent financial consultant services relates to the Emergency Medical Services Ambulance Request for Proposals during the period from April 1, 2015, through December 31, 2015. (100% General Fund)

Other Actions

C.132 ACCEPT the canvass of votes for the July 14, 2015 special election, showing that the measure for police services in County Service Area P-6, Zone 1514, Supervisorial District 2; Walnut Creek Area, passed, as recommended by the Clerk-Recorder. (Additional police services tax revenue)

C.133 APPROVE the fiscal year 2015/16 Keller Canyon Mitigation Fund (KCMF) allocation plan in the amount of \$1,394,702 as recommended by the KCMF Review Committee; and AUTHORIZE the Conservation and Development Director, or designee, to execute contracts with the specified organizations for the period July 1, 2015 through June 30, 2016. (100% Keller Canyon Mitigation Funds)

C.134 APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the District Attorney's office, to execute a purchase order in an amount not to exceed \$27,022 for the purchase of a 2016 Ford Escape Hybrid Utility Vehicle to be used by District Attorney Sr. Inspectors assigned to the Real Estate Fraud unit. (100% Real Estate Fraud Special Revenue Fund)

C.135 AUTHORIZE the Alamo-Lafayette Cemetery District to submit an audit to the County's Office of the Auditor-Controller covering fiscal year 2008-09 through 2012-13, a five-year period, and AUTHORIZE the Alamo-Lafayette Cemetery District to submit biennial audits for fiscal year 2013-14 and beyond, in lieu of annual audits, in accordance with the provisions of Government Code Section 26909.

C.136 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Assessor's Office, a purchase order with Tyler Technologies, Inc. in the amount of \$138,915 for system maintenance of the AES Rapid 2000 computer automated appraisal system for the period of August 1, 2015 through July 31, 2016, as recommended by the Assessor. (100% AB589 Property Tax Administration Program funds)

C.137 ADOPT Resolution No. 2015/297 to conditionally provide for the issuance of revenue bonds in an amount not to exceed \$15 million to finance the acquisition and rehabilitation of Mission Bay Apartments, a multifamily rental development in Bay Point, as recommended by the Conservation and Development Director. (No impact to the County General Fund)

- C.138** APPROVE the Internal Operations Committee recommendations on the restructuring of the Behavioral Health Division's Consolidated Planning and Advisory Workgroup, and on revised operating principles and plans for that workgroup.
- C.139** DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide. (No fiscal impact)
- C.140** ENDORSE and SUPPORT the Stand Down on the Delta to be held September 11 through September 14, 2015 at the Contra Costa County Fairgrounds in Antioch, as recommended by the Family and Human Services Committee.
- C.141** REFER the topic of Community Choice Aggregation to the Internal Operations Committee, as recommended by the Conservation and Development Director.
- C.142** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an unpaid student training agreement with Samuel Merritt College, to provide supervised field instruction in the County's Public Health Division, to nursing students, for the period October 1, 2015 through September 30, 2018. (No Fiscal Impact)
- C.143** APPROVE the list of providers recommended by the Medical Director and by the Contra Costa Health Plan's Peer Review and Credentialing Committee on July 29, 2015, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.
- C.144** DENY petition to rescind the sale of a tax-defaulted property filed on behalf of Jacqueline Y. Mau and Tien Lung Chen, as recommended by the Treasurer-Tax Collector. (No fiscal impact) (Continued from 7/28/15)
- C.145** APPROVE the response to Grand Jury Report No. 1506, "Office of the Public Guardian" and DIRECT the Clerk of the Board to forward the response to the Superior Court no later than August 27, 2015, as recommended by the County Administrator.
- C.146** APPROVE the response to Grand Jury Report No. 1507, "Opportunities for Change in the County Health and Human Services System" and DIRECT the Clerk of the Board to forward the response to the Superior Court no later than September 6, 2015, as recommended by the County Administrator.

C.147 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)

C.148 ACCEPT quarterly report of the Post Retirement Health Benefits Trust Agreement Advisory Body, as recommended by the Post Retirement Health Benefits Trust Agreement Advisory Body.

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:

STANDING COMMITTEES

The **Airport Committee** (Karen Mitchoff and Supervisor Mary N. Piepho) meets quarterly on the second Monday of the month at 10:30 a.m. at Director of Airports Office, 550 Sally Ride Drive, Concord.

The **Family and Human Services Committee** (Supervisors Federal D. Glover and Candace Andersen) meets on the second Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

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

The **Hiring Outreach Oversight Committee** (Supervisors Federal D. Glover and Karen Mitchoff) meets on the first Thursday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Internal Operations Committee** (Supervisors Karen Mitchoff and John Gioia) meets on the second Monday of the month at 2:30 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Legislation Committee** (Supervisors Karen Mitchoff and Federal D. Glover) meets on the first Thursday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Public Protection Committee** (Supervisors John Gioia and Federal D. Glover) meets on the second Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

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

Airports Committee	September 14, 2015	10:30 a.m.	See above
Family & Human Services Committee	September 14, 2015	10:30 a.m.	See above
Finance Committee	September 7, 2015 cancelled	10:30 a.m.	See above

Hiring Outreach Oversight Committee	September 3, 2015	1:00 p.m.	See above
Internal Operations Committee	September 14, 2015	2:30 p.m.	See above
Legislation Committee	August 20, 2015 special meeting cancelled September 3, 2015	10:30 a.m.	See above
Public Protection Committee	September 14, 2015	1:00 p.m.	See above
Transportation, Water & Infrastructure Committee	September 8, 2015	1:00 P.M.	See above

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
- CCCPCFD (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: David O. Livingston, Sheriff-Coroner
Date: August 18, 2015

Subject: AUTHORIZE THE SHERIFF-CORONER TO SUBMIT AN APPLICATION FOR SB 863 JAIL CONSTRUCTION GRANT FUNDS

RECOMMENDATION(S):

1. RECEIVE a presentation and report from the Sheriff's Office on the status of the proposed West Contra Costa County Reentry, Treatment and Housing ("WRTH") facility project and the Senate Bill 863 Request for Proposal ("RFP") process.
2. ADOPT Resolution No. 2015/301, approving the County's proposal for SB 863 financing for the WRTH facility project (the "Proposal"), authorizing the Sheriff-Coroner to sign and submit the Proposal to the Board of State and Community Corrections, authorizing an adequate amount of available matching funds to satisfy the County's contribution to the WRTH facility project, approving the forms of the project documents deemed necessary by the state, and authorizing the appropriate signatories to execute those documents at the appropriate times.
3. APPROVE and AUTHORIZE the Sheriff-Coroner and County Administrator to make non-substantive edits to the Proposal and its attachments prior to submission to the Board of State and Community Corrections ("BSCC"), and to correct any technical deficiencies requested by the BSCC following submission.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Capt. Thomas Chalk,
(510) 262-4225

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

By: , Deputy

cc:

FISCAL IMPACT:

The recommended Application (Attachment A) reflects an estimated project cost of \$90,625,000. Of this, \$195,000 are travel and other minor costs that are ineligible for state financing, leaving a balance of \$90,431,000 which represents the eligible project cost for the Application. Of that, \$80,000,000 would be paid by the state, \$7,261,000 by County Cash Match, and \$3,170,000 by County In-Kind Match. An “out-of-pocket” cash amount of \$6,911,000 must be funded by the County. This amount is determined as follows:

SB 863 Project Cost	\$90,431,000
Ineligible Project Costs (travel, printing, advertising)	<u>\$195,000</u>
Total Project Cost Including Ineligibles	\$90,625,000
Costs Already Paid or Budgeted by County	(\$3,715,000)
Costs to be Paid by State	<u>(\$80,000,000)</u>
Remaining County Cost NOT Including Future Existing Staff Cost	\$6,911,000

Breakdowns of these costs are summarized in Attachment G. Funds in the amount of \$6,911,000 are currently available as follows: Up to \$4.5 million from Sheriff’s Plant Acquisition account (0111) and up to \$2.5 million from the 2011 Local Revenue Fund - Community Corrections account (AB 109) (0295/2982).

Beginning in FY 20/21, the estimated net increase to annual operating costs following the construction of the proposed facility is estimated to be \$4 million. This reflects a preliminary staffing model of 6 new Deputy Sheriff-40 Hour, 6 new Sheriff’s Aide positions, transferring 31 Deputy Sheriff-40 Hour from the Martinez Detention Facility (“MDF”) to the new WRTH, and a reduction in utility and maintenance costs estimated to be \$500,000.

The additional staff is needed to supervise inmate reentry programs. The transfer of 416 inmates from MDF to the WRTH and the closing of two housing units at MDF allow this transfer of staff. The reduced utility costs is estimated based on a projected energy savings of 30 to 40% with a newer facility and with MDF partially closed, and with a corresponding reduction in maintenance costs. Staff’s proposed source of revenue to cover the increased cost is as follows:

Inmate Welfare Fund	\$56,000
Existing General Fund budget for Sheriff’s Office	\$555,802
Sheriff’s Office current AB 109 budgeted funds	\$1,329,780
Additional County General Funds	\$1,992,468
Annual net savings in facilities operating costs for MDF and WRTH	appx. \$500,000
TOTAL REVENUE	\$4,434,050

BACKGROUND:

The recommended actions provide for the County to take the steps necessary to seek funding in the amount of \$80 million from the Board of State and Community Corrections (“BSCC”). The funds will be used to build a proposed new facility at the West County Detention Facility (“WCDF”) campus that adds 160 high security cells, and 48 high security, special use cells for mentally ill offenders. In addition to providing appropriate housing to address the unsafe, over-crowded housing at MDF, the WRTH will also establish a 19,274 square foot Reentry Service Center (“RSC”) available to every inmate not only at the WRTH, but also the entire WCDF campus, and will consist of the following:

- A Rehabilitation and Reentry Services Center (7,690 sf),
- A Workforce Readiness Center (3,062 sf),
- A Child/Parent Contact Visitation Center (1,904 sf),

- A Medical and Psychiatric Services Clinic (2,045 sf), and
- A Non-Contact Visiting Center (650 sf).

The entire building is a two-level facility, each with mezzanines, with a total of 126,425 square feet.

SCOPE AND NEEDS ASSESSMENT:

The scope of the proposed WRTH facility was established based on a Needs Assessment that was recently completed this year by an independent consultant. The updated needs assessment must be submitted with the Sheriff's Application to the BSCC. Based on the new needs assessment, staff has determined that the optimum new proposed facility would add about 208 high-security cells, and would rely largely on support services from existing facilities, including intake and release, inpatient medical services, food services, laundry and warehouse storage. In addition to new beds, the new proposed facility would include space for inmate reentry programs and mental health treatment, as well as visitation and outpatient medical health care dedicated to the new housing units.

The SB 863 legislation provides for counties the size of Contra Costa County to receive up to \$80 million from the State with a requirement to contribute at least 10% of the total project cost, and meet other conditions of the award. It also requires the BSCC to distribute funds to counties competitively, giving preference to counties " *seeking to replace compacted, outdated, or unsafe housing capacity....that provide adequate space for the provision of treatment and rehabilitation services, including mental health.*" It further requires that additional preference be given to counties that are most prepared to begin, and have not received state financing through prior state programs (Assembly Bill 900 and Senate Bill 1022). Detailed scoring criteria is provided in the state's RFP.

The Contra Costa County Needs Assessment provides compelling evidence of the need for new construction to address a safety concern borne out of the outdated and insufficiently secure housing capacity for violent offenders. The average number of high security inmates in the County system is about 650, but just last month there were 719. The County's jail facilities provide only 53 high-security beds. The Needs Assessment also identifies a requirement for additional program space to better service and treat this class of inmate, and also to address the needs resulting from the AB 109 realignment of inmates from State prisons, which detain inmates for a much longer period of time than county jails have traditionally done prior to the realignment. The proposed new facility will provide these needs, resulting in better reintegration of inmates into society and a corresponding reduction in recidivism. The facility needs and the benefits of the proposed WRTH are documented in the recommended Application.

FUNDING PREFERENCE CRITERIA:

Approval of Resolution No. 2015/301 provides for the County to seek the maximum score for each scoring criteria. Criteria demonstrating readiness to proceed includes the completion of CEQA documentation. Completion of CEQA requires an expiration of a 30-day statute of limitations on the Board's approval of a Notice of Determination, which expires August 28, 2015. If no challenge is filed before then, the County receives the maximum score for CEQA completion. If a challenge is filed, the County loses 12 points out of 118 total. Below is additional information regarding the three criteria that is recommended for inclusion in the County's Application:

Assurance of Matching Funds: This is mandatory for any county seeking funding under SB 863. Recommended Action (2) results in identifying, as required by the BSCC, the County's entire, minimum match requirement of 10% of the project cost. Staff estimates the County's match of eligible project costs to be \$10.43 million, including the value of the land that the County receives credit for toward that match and which was recently appraised at a value of \$680,000. The Budget Summary (Attachment G) provides the budget details to be submitted with the Application. In adopting the Resolution of Recommendation (2), the Board resolves to make available an adequate amount of matching funds to satisfy the County's contribution to the project, to be a minimum of the 10% cash match equaling

\$10,431,000, but also to cover ineligible and other required over-match funding that may occur, and to be derived exclusively from lawfully available funds of the County, compatible with the States' lease revenue bond financing. Staff currently estimates such funding requirement will be \$10.6 million.

Assurance of Adherence to State Agreements: This is the most significant of all County requirements. The State financing is predicated on the ability of the State Public Works Board (SPWB) to issue bond financing. This lease-revenue financing plan is ultimately implemented through eight related agreements. Resolution No. 2015/301 contains specific language required by the RFP, part of which essentially requires the Board to approve the form of five agreements, and to provide authorization for the County to eventually execute them in substantially the form in which they exist. The most substantial of the agreements is the form of the Project Delivery and Construction Agreement (the "PDCA", found in Attachment B), which defines the scope, cost and timeline of the proposed facility. That agreement contains three Exhibits providing the forms of a Ground Lease (Attachment B.1), a Right of Entry (Attachment B.2), a Facility Sublease (Attachment B.3), and a Facility Lease (Attachment B.4). The Ground Lease and Facility Sublease will provide security for the bonds that may be issued by the SPWB. The Right of Entry relates to the Ground Lease to provide state access to the construction site.

The sixth agreement is the BSCC Jail Construction Agreement (the "JCA", provided as Attachment C). Article 11 of the JCA form incorporates by reference the General Terms and Conditions published by the State Department of General Services as GTC-610 (Attachment D), which itself incorporates by reference the Contractor Certification Clauses published by the State Department of General Services as CCC-307 (Attachment E). The Agreements were developed for a predecessor jail funding program known as AB 900, and still reference that program; however the state has stipulated that the same form agreements will be used for the SB 1022 program. A summary of the seven related Agreements is provided in Attachment F for convenience.

If the County is awarded and meets the conditions of the SB 863 financing, the County and State would execute the agreements identified above, which will require further action by the Board of Supervisors. Only after that future action will the County be committed to constructing and staffing the facility. Note that the PDCA does, however, make provisions for termination and contingency events, which allow for the County and the State to exit that agreement, including:

- Prior to the County proceeding to bid, the State declines to issue bonds upon the State's good-faith determination that such financing is not feasible or appropriate; or
- The State and the County agree to terminate the PDCA if the County determines that it cannot proceed with the expansion after initial construction bids are received, but before any construction contract is awarded.

REQUIREMENTS OF BOARD RESOLUTION:

The State has required that counties submitting responses to the RFP adopt a resolution that includes certain assurances and attestations outlined in Section 6 of the Application Form. These are listed below:

- Name project officers
- Authorize a County authority to sign and submit the Application, including an Applicant's Agreement
- Approve the forms of the agreements to be later executed
- Assure the County will adhere to the terms of those agreements
- Assure that the County authorizes adequate matching funds using legal sources
- Safely staff and operate the facility within 90 days of completion
- Assure site control through fee simple ownership of the site, and no changing of terms while secured
- Attestation to \$680,000 as the current fair market land value of the new facility

Staff finds that each of these is achievable and reasonable, and would recommend such assurances be

granted, as reflected in the attached Resolution No. 2015/301.

MILESTONES AND SOURCE OF FUNDS:

The RFP requires the County to meet specific milestones within certain timeframes to maintain compliance with the conditions of the award. After any Notice of Conditional Award (the "NCA") is granted by the State, the first deadline is the submittal of "Site Assurances" that the proposed facility site is owned by the County through fee simple land title, which must be provided within 90 days of the NCA. The County's real property due diligence has already been completed and is anticipated to be submitted with the Application. The remaining projected milestones for meeting the conditions of an award are based on an anticipated NCA date of November 12, 2015 and are shown in Attachment H.

The Fiscal Impact section above preliminarily identifies the funding sources to be used for the proposed project. Once the State executes the Board's approved agreements identified above, the County is authorized to begin spending funds for costs that are reimbursable by the State. However, the State will not reimburse for any eligible cost until a construction contract has been awarded, which is currently anticipated to occur in June of 2018. The State pledges to pay invoices within 60 days of submittal and will accept monthly invoicing. The State withholds 5% of the \$80 million until completion of an audit that affirms the completed facility has been made operational within 90 days of construction completion. This is scheduled to occur in March of 2020.

An accompanying chart (Attachment I) demonstrates the resultant cash flow requirements. While the total County outlay is estimated at \$10.6 million, it is estimated there will be a peak, temporary debt load of about \$13 million for approximately 8 months until all reimbursements have been made. The total cost shown in the chart excludes the \$3.71 million in costs already paid, or to be included in the County's future budget. As shown from the previously referenced table, the estimated total cost is \$90.63 million.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action would result in the Sheriff's Office not being authorized to submit the Application or submitting a non-competitive Application should certain actions related to grant preference criteria not be adopted.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

Resolution No. 2015/301

Attachment A - SB 863 Application

Attachment B - Form of Project Delivery and Construction Agreement

Attachment B.1 - Form of Ground Lease

Attachment B.2 - Form of Right of Entry

Attachment B.3 - Form of Facility Sublease

Attachment B.4 - Facility Lease

Attachment C - Form of BSCC Jail Construction Agreement

Attachment D - DGS Terms and Conditions

Attachment E - DGS Contractor Certification Clauses

Attachment F - Summary Provisions of SB 863 Agreements

Attachment G - Budget Summary Table

Attachment H - Project Milestones

Attachment I - Cash Flow Requirements

SB 863 Facility - Detailed Operating Expenditures

DRAFT Functional Program Design

DRAFT Facility Program Design

DRAFT Jail Needs Assessment

August 3, 2015 - Letter from City of Richmond

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

Adopted this Resolution on 08/18/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2015/301

Senate Bill 863 Resolution of the Board of Supervisors of the County of Contra Costa, supporting Sheriff David O. Livingston in the submittal of an application for state funding of the proposed West Contra Costa County Reentry, Treatment and Housing (WRTH) Facility Project.

WHEREAS, the Board of State and Community Corrections on behalf of the State of California has made available up to \$500 million in state lease-revenue bond financing for the acquisition, design and construction, including expansion or renovation, of adult local criminal justice facilities in California as authorized by Senate Bill 863 (SB 863), and

WHEREAS, on June 10, 2015, the Board of State and Community Corrections issued a Request for Proposals (RFP) to award and allocate financing to counties as authorized by SB 863, and

WHEREAS, all counties applying for SB 863 financing must include a Board of Supervisors' resolution with required criteria in order for the counties to seek an award of SB 863 financing, and

WHEREAS, counties with a general population of 200,000 and above are required to provide a minimum of 10 percent of the total project costs in matching funds; and

WHEREAS, the County of Contra Costa is seeking an award of SB 863 financing in the amount of \$80 million for the West Contra Costa County Reentry, Treatment, and Housing facility project; and

WHEREAS, the goal of SB 863 is to improve local adult criminal justice housing with an emphasis on expanding program and treatment space to manage the adult offender population in order to enhance public safety throughout the state by providing increased access to appropriate programs and treatment; and

WHEREAS, the West Contra Costa County Reentry, Treatment, and Housing facility project (the "Project") will improve adult criminal justice housing in Contra Costa County through the Project's emphasis on expanding program and treatment space, thereby promoting public safety and serving a critical state purpose; and

WHEREAS, Contra Costa County Sheriff David O. Livingston has requested that the Board of Supervisors authorize that Contra Costa County's proposal for SB 863 financing in response to the RFP (the "Proposal") be executed and submitted to the Board of State and Community Corrections.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors:

1. Approves the West Contra Costa County Reentry, Treatment, and Housing facility project (the "Project"), approves the Proposal, and authorizes Sheriff David O. Livingston to sign and submit the Proposal on behalf of the County of Contra Costa requesting funds in the amount of \$80,000,000.
2. Identifies and authorizes the following funds as the County's available matching funds to satisfy the County's cash contribution to the Project: \$7,261,000; up to \$4.5 million from Sheriff's Plant Acquisition account (0111) and up to \$2.5 million from the 2011 Local Revenue Fund - Community Corrections account (AB 109) (0295/2982) and up to \$350,000 from existing, budgeted County General Fund resources.
3. Authorizes an adequate amount of available funds in excess of the County's cash contribution matching funds to cover ineligible and any other required over-matching funds.
4. Identifies and authorizes the following as the County's in-kind matching contribution to the Project: \$3,170,000.
5. Assures that the County's cash contribution matching funds for the Project, as described in the Proposal, have been derived exclusively from lawfully available funds of the County and are compatible with the State's lease revenue bond financing.

6. Assures that the payment of the County's cash contribution matching funds for the Project (i) is within the power, legal right, and authority of the County; (ii) is legal and will not conflict with or constitute on the part of the County a material violation of, a material breach of, a material default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of the County under the provisions of any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, installment sale agreement, contract, or other material agreement or instrument to which the County is a party or by which the County or its properties or funds are otherwise subject or bound, decree, or demand of any court or governmental agency or body having jurisdiction over the County or any of its activities, properties or funds; and (iii) have been duly authorized by all necessary and appropriate action on the part of the governing body of the County.
7. Assures that the County's cash contribution matching funds and the Project are not and will not be mortgaged, pledged, or hypothecated by the County in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest by the County. In addition, the County's cash contribution matching funds and the Project are not and will not be mortgaged, pledged or hypothecated for the benefit of the County or its creditors in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest in favor of the County or its creditors. The County shall not in any manner impair, impede or challenge the security, rights and benefits of the owners of any lease-revenue bonds sold by the State Public Works Board for the Project (the "Bonds") or the trustee for the Bonds.
8. Assures that the Project proposed in the County's Proposal is authorized to proceed in its entirety when and if state financing is awarded for the Project within the SB 863 Financing Program and that the County's readiness to proceed is evidenced in the County's Proposal.
9. Approves the forms of the Project documents deemed necessary by the State Public Works Board to the Board of State and Community Corrections to effectuate the financing authorized by SB 863. The County Administrator, David J. Twa, or his designees, (collectively, the "Authorized Officers"), acting for and in the name of the County, is hereby authorized to execute, and the Clerk of the Board of Supervisors is hereby authorized to attest, the Project Delivery and Construction Agreement, the Board of State and Community Corrections Jail Construction Agreement, the Ground Lease, the Right of Entry for Construction and Operation, and the Facility Sublease, in substantially the form hereby approved, with such additions thereto and changes therein as are required by the Board of State and Community Corrections or the State Public Works Board to effectuate the SB 863 Financing Program and as condition to the issuance of the Bonds. Approval of such changes shall be conclusively evidenced by the execution and delivery thereof by any one of the Authorized Officers, each of whom, acting alone, is authorized to approve such changes.
10. Authorizes each of the Authorized Officers to execute these respective agreements at such time and in such manner as is necessary within the SB 863 Financing Program, and to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by the Project Delivery and Construction Agreement, the Board of State and Community Corrections Jail Construction Agreement, the Ground Lease, the Right of Entry for Construction and Operation, Facility Lease and the Facility Sublease.
11. Designates Contra Costa County personnel to act in specific capacities, as follows: County Construction Administrator – Ramesh Kanzaria, RA, Manager of Capital Projects Division, Public Works Department; Project Financial Officer – Wanda Quever, Manager of Finance Division, Public Works Division; Project Contact Person – Capt. Thomas Chalk, West County Detention Division Commander, Sheriff's Office.
12. Assures that the County of Contra Costa will adhere to state requirements and terms of the agreements between the County of Contra Costa, the Board of State and Community Corrections and the State Public Works Board in the expenditure of any state financing allocation and County's cash contribution matching funds.
13. Assures that the County of Contra Costa will fully and safely staff and operate the facility that is being constructed (consistent with Title 15, California Code of Regulations, Chapter 1, Subchapter 6, section 1756(j)(5)) within 90 days after project completion.
14. Assures that the County of Contra Costa has project site control through either fee simple ownership of the site or comparable long-term possession of the site, and right of access to the project sufficient to assure undisturbed use and possession of the site, and will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site of facility subject to construction, or lease the facility for operation to other entities, without permission and instructions from the Board of State and Community Corrections, for so long as the State Public Works Board lease-revenue bonds secured by the financed project remain outstanding.
15. Attests to \$680,000 as the current fair market land value of the Project site, to the land not being under an existing operational facility, and to its actual on-site land value documentation being from an independent appraisal.
16. Certifies that the County is not and will not be leasing housing capacity in the Project to any other public or private entity for a period of 10 years beyond the completion date of the Project.

Contact: Capt. Thomas Chalk, (510)
262-4225

ATTESTED: August 18, 2015
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



**Senate Bill 863
Adult Local Criminal Justice
Facilities Construction**

August 28, 2015

**CONTRA COSTA COUNTY
SHERIFF'S OFFICE
OFFICE OF THE SHERIFF**

**PROPOSAL
IN RESPONSE TO**

**REQUEST FOR PROPOSALS
SUBMITTED JUNE 10, 2015**



Contra Costa County Sheriff's Office
651 Pine Street #7
Martinez, CA 94553
(925) 335-1500




SENATE BILL 863, ADULT LOCAL CRIMINAL JUSTICE FACILITIES CONSTRUCTION FINANCING PROGRAM PROPOSAL FORM

This document is not to be reformatted.

SECTION 1: PROJECT INFORMATION

A. APPLICANT INFORMATION AND PROPOSAL TYPE				
COUNTY NAME		<u>STATE FINANCING REQUESTED</u> \$		
<small>SMALL COUNTY (200,000 and UNDER GENERAL COUNTY POPULATION)</small> <input type="checkbox"/>	<small>MEDIUM COUNTY (200,001 - 700,000 GENERAL COUNTY POPULATION)</small> <input type="checkbox"/>	<small>LARGE COUNTY (700,001 + GENERAL COUNTY POPULATION)</small> <input type="checkbox"/>		
TYPE OF PROPOSAL – INDIVIDUAL COUNTY FACILITY /REGIONAL FACILITY PLEASE CHECK ONE (ONLY):				
INDIVIDUAL COUNTY FACILITY <input type="checkbox"/>		REGIONAL FACILITY <input type="checkbox"/>		
B: BRIEF PROJECT DESCRIPTION				
FACILITY NAME				
PROJECT DESCRIPTION The facility is comprised of 320 Maximum Security Beds in 5 65-Bed Housing Units, a 64-Bed Special Services Unit (SSU), a 32-Bed Intensive Services Unit (ISU), and including a 19,274 square foot Reentry Service Complex to contain: (1) a Rehabilitation and Re-entry Services Center, (2) a Workforce Readiness Center, (3) a Child-Parent Contact Visitation Center, (4) a Medical and Psychiatric Services Center, and (5) a Non-Contact Visiting Center				
STREET ADDRESS				
CITY		STATE		ZIP CODE
C. SCOPE OF WORK – INDICATE FACILITY TYPE <u>AND</u> CHECK ALL BOXES THAT APPLY.				
FACILITY TYPE (II, III or IV)	<input type="checkbox"/> NEW STAND-ALONE FACILITY	<input type="checkbox"/> RENOVATION/REMODELING	<input type="checkbox"/> CONSTRUCTING BEDS OR OTHER SPACE AT EXISTING FACILITY	
D. BEDS CONSTRUCTED – Provide the number of BSCC-rated beds and non-rated special use beds that will be subject to construction as a result of the project, <u>whether remodel/renovation or new construction.</u>				
	A. MINIMUM SECURITY BEDS	B. MEDIUM SECURITY BEDS	C. MAXIMUM SECURITY BEDS	D. SPECIAL USE BEDS
Number of beds constructed				
TOTAL BEDS (A+B+C+D)				

E. APPLICANT'S AGREEMENT			
By signing this application, the authorized person assures that: a) the County will abide by the laws, regulations, policies, and procedures governing this financing program; and, b) certifies that the information contained in this proposal form, budget, narrative, and attachments is true and correct to the best of his/her knowledge.			
PERSON AUTHORIZED TO SIGN AGREEMENT			
NAME David O. Livingston		TITLE Sheriff-Coroner	
AUTHORIZED PERSON'S SIGNATURE 		DATE August 12, 2015	
F. DESIGNATED COUNTY CONSTRUCTION ADMINISTRATOR			
This person shall be responsible to oversee construction and administer the state/county agreements. (Must be county staff, not a consultant or contractor, and must be identified in the Board of Supervisors' resolution.)			
COUNTY CONSTRUCTION ADMINISTRATOR			
NAME Ramesh Kanzaria, RA		TITLE Capital Projects Division Manager	
DEPARTMENT Public Works		TELEPHONE NUMBER 925-313-2144	
STREET ADDRESS 255 Glacier Drive			
CITY Martinez	STATE California	ZIP CODE 94553	E-MAIL ADDRESS rkanz@pw.cccounty.us
G. DESIGNATED PROJECT FINANCIAL OFFICER			
This person is responsible for all financial and accounting project related activities. (Must be county staff, not a consultant or contractor, and must be identified in the Board of Supervisors' resolution.)			
PROJECT FINANCIAL OFFICER			
NAME Wanda Quever, CGFM		TITLE Chief of Administrative Services Division	
DEPARTMENT Public Works		TELEPHONE NUMBER 925-313-2372	
STREET ADDRESS 255 Glacier Drive			
CITY Martinez	STATE California	ZIP CODE 94553	E-MAIL ADDRESS wquev@pw.cccounty.us
H. DESIGNATED PROJECT CONTACT PERSON			
This person is responsible for project coordination and day-to-day liaison work with the BSCC. (Must be county staff, not a consultant or contractor, and must be identified in the Board of Supervisors' resolution.)			
PROJECT CONTACT PERSON			
NAME Captain Thomas Chalk		TITLE West County Detention Division Manager	
DEPARTMENT Sheriff's Office		TELEPHONE NUMBER 510-262-4255	
STREET ADDRESS 5555 Giant Highway			
CITY Richmond	STATE California	ZIP CODE 94806	E-MAIL ADDRESS tchal@so.cccounty.us

SECTION 2: BUDGET SUMMARY

Budget Summary Instructions

Definitions of total project costs for purposes of this program (state reimbursed, county cash contribution, and county in-kind contribution) can be found in the “Budget Considerations” page 22 of the Senate Bill (SB) 863, Construction of Adult Local Criminal Justice Facilities (ALCJF’s) Request for Proposals (RFP). The county cash and in-kind contributions are collectively the county contribution. Those defined costs in the RFP shall be the guide for accurately completing this budget summary section.

In the Budget Summary Table that follows in part D of this section, indicate the amount of state financing requested and the amount of cash and/or in-kind contributions allotted to each budget line-item, in total defining the total project costs. It is necessary to fully include each eligible project cost for state-reimbursed, county cash, and county in-kind contribution amounts.

The in-kind contribution line items represent only county staff salaries and benefits, needs assessment costs, transition planning costs and/or current fair market value of land. An appraisal of land value will only be required after conditional award and only if land value is included as part of the county’s contribution.

The total amount of state financing requested cannot exceed 90 percent of the total project costs. The county contribution must be a minimum of 10 percent of the total project costs (unless the applicant is a small county petitioning for a reduction in the county contribution amount). County contributions can be any combination of cash or in-kind project costs. Small counties requesting a reduction in county contribution must state so in part A of this section. The County contribution must include all costs directly related to the project necessary to complete the design and construction of the proposed project, except for those eligible costs for which state reimbursement is being requested.

State financing limits (maximums) for all county proposals are as follows. For proposed regional ALCJF’s, the size of the lead county determines the maximum amount of funds to be requested for the entire project:

- **\$80,000,000** for large counties;
- **\$40,000,000** for medium counties; and,
- **\$20,000,000** for small counties.

A. Under 200,000 Population County Petition for Reduction in Contribution

Counties with a population below 200,000 may petition the Board of State and Community Corrections (BSCC) for a reduction in its county contribution. This proposal document will serve as the petition and the BSCC Board's acceptance of the county's contribution reduction, provided the county abides by all terms and conditions of this SB 863 RFP and Proposal process and receives a conditional award. The county (below 200,000 population) may request to reduce the required match to an amount not less than the total non-state reimbursable projects cost as defined in Title 15, Division 1, Chapter 1, Subchapter 6, Construction Financing Program section 1712.3. If requesting a reduction in match contribution, check the box below to indicate the county's petition.

By checking this box the county hereby petitions for a contribution reduction request as reflected in the proposal budget.

B. Readiness to Proceed Preference

In order to attest that the county is seeking the readiness to proceed with the proposed project, the county included a Board of Supervisors' resolution doing the following: 1) identifying and authorizing an adequate amount of available matching funds to satisfy the counties' contribution, 2) approving the forms of the project documents deemed necessary, as identified by the board to the BSCC, to effectuate the financing authorized in SB 863 3) and authorizing the appropriate signatory or signatories to execute those documents at the appropriate times. The identified matching funds in the resolution shall be compatible with the state's lease revenue bond financing. Additionally see Section 6 "Board of Supervisors' Resolution" for further instructions.

This proposal includes a Board of Supervisors' Resolution that is attached and includes language that assures funding is available and compatible with state's lease revenue bond financing. See below for the description of compatible funds.

County Cash Contribution Funds Are Legal and Authorized. The payment of the county cash contribution funds for the proposed adult local criminal justice facility project (i) is within the power, legal right, and authority of the County; (ii) is legal and will not conflict with or constitute on the part of the County a material violation of, a material breach of, a material default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of the County under the provisions of any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, installment sale agreement, contract, or other material agreement or instrument to which the County is a party or by which the County or its properties or funds are otherwise subject or bound, decree, or demand of any court or governmental agency or body having jurisdiction over the County or any of its activities, properties or funds; and (iii) have been duly authorized by all necessary and appropriate action on the part of the governing body of the County.

No Prior Pledge. The county cash contribution funds and the Project are not and will not be mortgaged, pledged, or hypothecated by the County in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest by the County. In addition, the county cash contribution funds and the

Project are not and will not be mortgaged, pledged, or hypothecated for the benefit of the County or its creditors in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest in favor of the County or its creditors. The County shall not in any manner impair, impede or challenge the security, rights and benefits of the owners of any lease-revenue bonds sold by the State Public Works Board for the Project (the "Bonds") or the trustee for the Bonds.

Authorization to Proceed with the Project. The Project proposed in the County's SB 863 Financing Program proposal is authorized to proceed in its entirety when and if state financing is awarded for the Project within the SB 863 Financing Program.

C. California Environmental Quality Act (CEQA) compliance

Has the county completed the CEQA compliance for the project site?

- Yes. If so, include documentation evidencing the completion (preference points).**
- No. If no, describe the status of the CEQA certification.**

D. Budget Summary Table (Report to Nearest \$1,000)

LINE ITEM	STATE REIMBURSED	CASH CONTRIBUTION	IN-KIND CONTRIBUTION	TOTAL
1. Construction	\$65,475,000	\$ 6,060,000		\$71,535,000
2. Additional Eligible Costs*	\$4,107,000	\$170,000		\$4,277,000
3. Architectural	\$6,965,000	\$212,000		\$7,177,000
4. Project/Construction Management	\$3,437,000	\$310,000		\$3,747,000
5. CEQA	\$0	\$150,000		\$150,000
6. State Agency Fees**	\$16,000	\$54,000		\$70,000
7. Audit		\$50,000	\$0	\$50,000
8. Needs Assessment		\$55,000	\$20,000	\$75,000
9. Transition Planning		\$200,000	\$900,000	\$1,100,000
10. County Administration			\$1,570,000	\$1,570,000
11. Land Value			\$680,000	\$680,000
TOTAL PROJECT COSTS	\$80,000,000	\$7,261,000	\$3,170,000	\$90,431,000
PERCENT OF TOTAL	88.5%	8.0%	3.5%	100.00 %

* Additional Eligible Costs: This line item is limited to specified fees and moveable equipment and moveable furnishings (eligible for state reimbursement or cash contribution), and public art (eligible for cash contribution only)

** For State Agency Fees: State reimbursable costs include Real Estate Due Diligence only. State Fire Marshal fees may only be claimed as cash match.

Provide an explanation below of how the dollar figures were determined for each of the budget categories above that contain dollar amounts. Every cash contribution (match) line item shall be included with a reporting of the full amount budgeted unless a line item is not an actual cash contribution project cost for the county. (In that case, indicate so below.) For each budget category explanation below, include how state financing and the county contribution dollar amounts have been determined and calculated (be specific).

1. Construction (includes fixed equipment and furnishings) (state reimbursement/cash match): The Construction amount shown is the sum of the basic construction cost, and a small demolition budget of \$50,000 for existing hardscape. The basic construction cost of \$66,622,000 was estimated by a certified construction cost estimator using the detailed space program and concept design level space analysis developed by planners and architects for square footages, and providing specific unit costs for each space type. The rates include \$275 per square foot for program and office space to \$475 per square foot for housing. See the JNA submitted with this application for space program. The unit rates include fixed equipment and furnishings. Site work is included. An existing soils report shows un-engineered fill

material at the site will have to be removed and borrow hauled in, and overex of native soils is assumed to 3 feet. A budget of \$200,000 for any minor off site work is included. The direct costs were marked up for GCs, profit, insurance and bonds. A 7% construction contingency was used, which is considered a bit conservative for a project this size of less complexity than typical full-service jails. The resulting cost was then escalated to construction midpoint using 0.42% per month. The total square footage of the planned building construction is 126,425. This, divided into the basic construction cost, yields an escalated, average, unit cost of \$527 per square foot. Of the basic construction cost, the County seeks \$65,475,000 from the state and plans to pay \$5,860,000 as part of its Cash Match.

2. Additional Eligible Costs (specified allowable fees, moveable equipment and furnishings, and public art)

- a) **Define each allowable fee types and the cost of each:** Included in this category is state reimbursement for permitting, county telephone and data costs, and moveable equipment and furnishings. The permit was estimated by costing-out plan check being performed by a consulting firm and an average of 1.5 full time inspectors hired as independent contractors during construction. The permit amount of \$400 was calculated using \$70,000 per salary and 50% markup, and \$75,000 for plan check. Telephone and data is estimated from county experience to be 1% of construction cost to pull cable and provide and install equipment. The installed conduit is in the construction cost. Included as cash match is \$100,000 for any unexpected archeological or traffic studies and monitoring that might be required, and \$70,000 for monitoring of CEQA mitigation requirements during construction.
- b) **Moveable equipment and moveable furnishings total amount:** Moveable furnishings were budgeted at 4.2% based on an average of recent jail projects completed at other counties.
- c) **Public art total amount:** None included

3. Architectural(state reimbursement/cash match):

- a) **Describe the county's current stage in the architectural process:** The County has selected through RFQ and awarded a full-project PSA to KMD Architects, who have completed the space and functional programs, preliminary architectural program, the concept design, and the concept level cost estimate.
- b) **Given the approval requirements of the State Public Works Board (SPWB) and associated state reimbursement parameters (see "State Lease Revenue Bond Financing" section in the RFP), define which portions/phases of the architectural services the county intends to seek state dollar reimbursement:** The County seeks no reimbursement for planning and design work for construction that is off site. It seeks no reimbursement or cash match for the architect's travel costs or for work prior to June 20, 2014. Minor costs for programming and design work prior to project establishment is included. After establishment, state reimbursement of eligible architectural costs for design, construction documents, and assistance through bidding and construction is included. This work includes commissioning, beginning in design phase and continuing through construction, and will most likely be performed by a specialized firm, but could be performed by the architect.

- c) **Define the budgeted amount for what is described in b) above:** The State reimbursement sought for architectural work reflects a fee of \$6.35 million, or 9.6% for the architect, (fee for off site design not included). It also includes a design contingency of 5% of the fee, or \$317,500, and additional programming if needed for \$150,000, commissioning for \$137,500 (\$1.10/SF), topo survey for \$10,000 and soils investigation and report for \$100,000.
- d) **Define which portion/phases of the architectural services the county intends to cover with county contribution dollars:** The county will use its cash to cover cost for programming prior to establishment, design prior to establishment, and design work off site. It will use no match money for travel costs or printing. Travel is under over match funds.
- e) **Define the budgeted amount for what is described in d) above:** Cash match of \$100,000 is used for programming prior to establishment, \$100,000 for design prior to establishment, and \$12,000 for design work off site. Over match for ineligible travel costs included for the architect amounts to \$65,000.
4. **Project/Construction Management - Describe which portions/phases of the construction management services the county intends to claim as:**
- a) **Cash:** An amount of \$200,000 is included as cash match portion of a larger budget for a Project Manager/Project Expert consultant specializing in jail projects funded by state lease-revenue financing. Also, \$110,000 is budgeted for the same consultant for work prior to project establishment.
- b) **In-Kind none**
 For the state reimbursement, the fee used for a Construction Management firm (CM) is 3% of the construction cost, or \$2,145,000. It also includes 1% of construction cost, or \$715,000 for materials tests and specialty inspections which the CM will manage. Another 0.95% is budgeted for a Project Manager/Project Expert firm described in 4.a above, or \$677,000, \$200,000 of which is already covered in county cash match as shown in 4.a above. After project establishment, this position will perform some of the work a county staff person would have otherwise had to do as part of the project management. Such work is subordinate to the authority of the county construction administrator.
5. **CEQA – may be state reimbursement (consultant or contractor) or cash match**
 An amount of \$150,000 has been spent for the FEIR for an environmental firm to complete CEQA documentation.
6. **State Agency Fees – Counties should consider approximate costs for the SFM review which may be county cash contribution (match). \$16,000 for the due diligence costs which may be county cash contribution (match) or state reimbursement.** Real Estate Due Diligence fee for state reimbursement is \$16,000. SFM Estimated to be 200 hours at \$270 per hour, or \$54,000.
7. **Audit of Grant - Define whether the county is intending to use independent county auditor (in-kind) or services of contracted auditor (cash) and amount budgeted:** The County intends to hire an outside firm to perform the BSCC-required auditing, estimated to be \$50,000. This is included under cash match.
8. **Needs Assessment - Define work performed by county staff (in-kind), define hired contracted staff services specifically for the development of the needs**

assessment (cash match): The needs assessment has been completed and \$55,000 for a consultant is shown under cash match, and \$5,000 for consultant travel under ineligible over match. The consultant interviewed county staff, collected data, toured facilities and prepared the report. \$20,000 is covered under in-kind match for county Sheriff staff who assisted the consultant in collecting needed data and visiting facilities.

9. **Transition Planning – Define work performed by county staff (in-kind), define the staff hired specifically for the proposed project (cash match):** Transition planning will largely be performed by Sheriff staff. The portion of staff time over the life of the project and directly attributable to the design, construction and completion of the facility, is estimated to be \$900,000 for in-kind match. This was determined using actual Sheriff staff rates and considers time beginning with design phase. A Jail Operations consultant will assist County in that effort, and is estimated to cost \$200,000 based on prior, similar experience. This is covered under cash match.
10. **County Administration – Define the county staff salaries/benefits directly associated with the proposed project.** County Administration over the life of the project, after project establishment, is estimated to be \$1,570,000 (2.2% of construction cost). As a percentage of construction cost this may seem low, but the work of the Project Expert compensates and provides overall added value. The County anticipates using a variety of staff from its Capital Projects Management Division, to include the designated Construction Administrator, a deputy project manager, a senior subject expert, more junior staff during construction, admin staff for project coordination, as well as accounting and IT staff. Most of these staff members are current ISF-type employees who will be assigned specifically to the project upon county's receipt of a conditional award from the state. The division's template for staff planning of projects, which considers the number of hours needed for each staff member, for each phase of the project, was used to arrive at the total hours needed for each staff member for the project. The division uses standard billing rates charged to other departments for project work, which consists of actual salaries times an Auditor-Controller established mark-up for benefits and other costs on salary. These rates were applied to arrive at the total cost for County Administration.
11. **Site Acquisition - Describe the cost or current fair market value (in-kind):** An independent real property appraiser was hired, and has appraised the value of the land to be \$680,000 for the 2.0 acre building footprint and 15' buffer around it.

SECTION 3: PROJECT TIMETABLE

Prior to completing this timetable, the county must consult with all appropriate county staff (e.g., county counsel, general services, public works, county administrator) to ensure that dates are achievable. Please consult the “State Public Works Board (State Capital Outlay Process)/Board of State and Community Corrections Processes and Requirements” section, page 30 of the RFP for further information. Complete the table below indicating start and completion dates for each key event, including comments if desired. Note the required time frames for specific milestone activities in this process. The BSCC Board intends to make conditional awards at its November 2015 board meeting.

KEY EVENTS	START DATES	COMPLETION DATES	COMMENTS
Site assurance/comparable long-term possession <u>within 90 days of award</u>	11/12/15	2/10/16	Anticipate providing on August 28, 2015
Real estate due diligence package submitted <u>within 120 days of award</u>	11/12/15	2/10/16	Anticipate providing on August 28, 2015
SPWB meeting – Project established <u>within 18 months of award</u>	11/12/15	5/10/16	
Schematic Design with Operational Program Statement <u>within 24 months of award</u> (design-bid-build projects)	2/5/16	10/13/16	
Performance criteria with Operational Program Statement <u>within 30 months of award</u> (design-build projects)	NA		Using DBB
Design Development (preliminary drawings) with Staffing Plan	8/18/16	4/4/17	
Staffing/Operating Cost Analysis approved by the Board of Supervisors	2/19/17	2/19/17	
Construction Documents (working drawings)	4/4/17	1/5/18	
Construction Bids or Design-Build Solicitation	1/3/18	3/13/18	
Notice to Proceed <u>within 42 months of award</u>	5/3/18	6/2/18	
Construction (maximum three years to complete)	6/2/18	1/23/20	
Staffing/Occupancy <u>within 90 days of completion</u>	3/13/20	3/13/20	

SECTION 4: FACT SHEET

To capture key information from Section 5: Narrative, applicants must complete this Fact Sheet. Minimal information is requested. Narrative information or explanations are not to be included on this Fact Sheet nor as part of the tables in this section. Explanations of what is provided in these tables may be included in the Narrative section of the Proposal Form. Proposal narratives may include reference back to one or more of these specific tables (e.g., refer to Table 4 in Section 4 Fact Sheet).

Table 1: Provide the following information

1.	County general population	
2.	Number of detention facilities	
3.	BSCC-rated capacity of jail system (multiple facilities)	
4.	ADP (Secure Detention) of system	
5.	ADP (Alternatives to Detention) of system	
6.	Percentage felony inmates of system	
7.	Percentage non-sentenced inmates of system	
8.	Arrests per month	
9.	Bookings per month of system	
10.	“Lack of Space” releases per month	

Table 2: Provide the name, BSCC-rated capacity (RC) and ADP of the adult detention facilities (type II, III, and IV) in your jurisdiction (county)

	Facility Name	RC	ADP
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Table 3: List the current offender programming in place and the ADP in each program

Pre-Trial Program		ADP
1.		
2.		
3.		
4.		
5.		
6.		
Sentenced Offender Program		ADP
1.		
2.		
3.		
4.		
5.		
6.		

Table 4: List of the offender assessments used for determining programming

Assessment tools		Assessments per Month
1.		
2.		
3.		
4.		
5.		
6.		

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1. STATEMENT OF NEED

a. **Summary and Evidence of Need¹**

Contra Costa County proposes to mitigate pressing custodial deficiencies in its Martinez Detention Facility (MDF) by constructing a 126,425 square foot West County Reentry, Treatment, and Housing Facility (WRTH), which will provide 416 high-security beds and establish a dedicated, 19,274 sf Reentry Services Complex to serve all people incarcerated at its 47-acre West County Detention Facility (WCDF).² MDF was designed in 1978 as a direct-supervision facility housing 384 people in single-occupancy cells in 48-person housing units, allotting only 53 high-security beds in an otherwise medium-security facility. However, since its opening MDF has come to serve as the County's only high-security facility, with an average daily population of 650 people (ranging sometimes to over 1,100) in double-bunked cells within 96-bed housing units, violating the single-bed and maximum rated capacity assumptions embedded the facility's direct-supervision design. This persistent overuse and crowding of the facility has expedited its deterioration and presents serious safety concerns for all.³ Furthermore, because MDF lacks adequate administrative and clinical space necessary to provide mental health supervision and clinical management at other facilities, all mentally ill men (and some mentally ill women) incarcerated in the County detention system are housed at MDF, regardless of their security classification. Thus, in addition to serving as the County's de facto high-security facility, MDF also serves as its de facto mental health

¹ Cite JNA

² In addition to MDF and WCDF, Contra Costa also operates a much smaller facility, Marsh Creek Detention Facility (MCDF), in the rural eastern reaches of the County, which has a maximum capacity of 188 and limited facilities to support additional operations. This proposal focuses its efforts on the two much larger urban facilities that house more than 90% of the jail system's population. In places in which this proposal affects MCDF, it will be specifically noted.

³ See JNA at 10 describing a sharp increase in incidents at MDF.

facility, despite its utter lack of suitability to meet this need, including long periods of confinement and the lack of space to provide meaningful therapeutic interventions.

Need for Program and Treatment Space: Put simply, MDF is devoid of meaningful program and treatment spaces.⁴ With dayrooms sized for 48 people, only half of each unit's 96 residents can be safely allowed out of their cells at a time, leading to long periods of confinement with essentially no access to services, programs, treatment, recreation, socialization, or physical activity. The only services available at MDF are academic independent-study courses, library cart, chaplain services, psychiatric assessment and diagnosis, medical management, and yard. As a result of this overcrowding and limited access to programming, people incarcerated at MDF – including those with the most complex and urgent behavioral health needs – live in the most restrictive, and least rehabilitative, conditions of the entire County jail system. These conditions – compacted, under-designed, overly restrictive, populated by the highest-need individuals whose mental health conditions are exacerbated by deleterious living conditions, nearly devoid of appropriate services, with population levels inconsistent with direct supervision design – pose serious and constant risks to the safe, secure, humane, and effective operations at MDF. They put the County at risk of violating Title 15, embodying the constraints SB 863 is intended to ameliorate.

b. Construction Proposed to Meet These Needs

The County seeks SB 863 funding to redress these conditions at MDF. In addition to providing appropriate housing to address MDF's deficiencies, the WRTH will also establish a 19,274 sf Reentry Services Complex, containing all of the following:

⁴ Cite JNA

- A Rehabilitation and Reentry Services Center (7,690 sf)
- A Workforce Readiness Center (3,062 sf)
- A Child/Parent Contact Visitation Center (1,904 sf)
- A Medical and Psychiatric Services Clinic (2,045 sf)
- A Non-Contact Visiting Center (650 sf)

Because the RSC's building is designed to allow access from both WRTH's high-security housing units and the existing medium-security campus, all of the RSC's resources will be available to every person at WCDF.

c. Approach and Need for Program Space Consistent with Legislative Intent

Consistent with the intent of Government Code 15820.933(a) and as a compelling approach for the use of state financing, the cascade of transformative, whole-systems benefits catalyzed by this proposal is the County's most responsible, fiscally sound, operationally efficient, and programmatically effective way to replace overcrowded, aging, and unsafe jails with modern facilities that maximize safe jail operations and increase public safety by fostering in-custody rehabilitation to support successful transition back to the community. This whole-system approach is not only consistent with SB 863's legislative intent, but further ensures that its impacts can reverberate across the County's entire local criminal justice landscape.

d. Safety, Efficiency, and Programming Needs Addressed by This Proposal

The WRTH's series of rippling reforms will accomplish all of the following:

- Eliminate the safety and security concerns at MDF by moving more than 400 individuals out of the facility and into the new structure, allowing MDF to return to the safe, single-cell direct supervision operational philosophy for which it was designed;

- Increase access to programs and services for all people throughout the County jail system by constructing a Reentry Services Complex available to everyone housed at WCDF, repurposing closed MDF housing units to allow for increased access to programs for those housed there, and establishing the Office of Reentry and Rehabilitative Services (ORRS) to manage services at all three jails (see Section 3.f.);
- Improve operational efficiency by providing substantial and varied program space on the housing units, reducing staffing needs for transfers and supervision, leveraging existing assets at WCDF for the operations of WRTH, strategically sharing staff stations between units to minimize staffing needs, increasing unit count while reducing unit size to allow for more effective separation of certain populations; adding over 400 beds of flexible housing to improve the system's ability to respond to future needs;
- Improve conditions and services for incarcerated people with behavioral health issues by providing specialized and appropriate housing space in the WRTH; improving conditions and services for women with special needs by providing gender-responsive evidence-based programs while converting Building 4 of WCDF into the Women's Special Services building; and ensuring regular access to both psychiatric, therapeutic, and recovery services for all people incarcerated at WCDF;
- Reduce trauma and stigmatization for children of incarcerated parents while improving family stability and post-release reunification outcomes through the implementation of the R&R Program's Family Matters parenting program. Contact-visits between parents in the program and their minor children will occur in the WRTH's state-of-the-art, trauma informed, Child/Parent Visitation Center. *We know of no other jail system in the state – or even the nation – that has included a dedicated parent-child*

contact visitation center and program of this scope in its jail construction plans.

- All of these efforts will be overseen and supported by a robust new public/private “Transition from Jail to Community Collaborative Council” (see Section 3.e.).

e. Previous Financing Through AB 900 or SB 1022

The County has not received financing through either AB 900 or SB 1022,

2. SCOPE OF WORK

a. Facilities to be Replaced and Nature of Renovation

The high-security and behavioral health housing at the new WRTH will allow the County to reduce overcrowding at MDF by removing 420 beds and returning MDF to the single-cell direct-supervision model for which it was originally designed. To achieve these improvements, the Sheriff’s Office will reduce capacity at MDF from 695 to 275 by closing two housing modules (eliminating 182 beds) and returning remaining cells to single-use (eliminating 238 beds). Reducing the number of people housed at MDF to the levels intended in its original single-cell design and operational philosophy will resolve a major safety issue, once again permitting MDF to operate as a direct supervision model with its inherent advantages while also allowing modest repurposing to increase its program space.⁵ This project is the most efficient and cost-effective way to deliver maximum benefit to the greatest number of people throughout the jail system.

In its place, and offering 416 beds in flexible, state-of-the-art, high-security housing, WRTH’s seven housing units will contain a total of 42 program spaces and classrooms. Collectively, the program and classroom spaces *within the housing units* will be able to simultaneously accommodate 332 people, or 80% of WRTH’s total maximum capacity.

⁵ Cite JNA

Each of WRTH's five **Standard Housing Units** will contain 32 double-bunked cells distributed evenly between a main level and mezzanine. In addition to a 2,240 sf dayroom, each Standard Housing Unit will contain multiple meeting spaces to increase access to in-unit programming and services, including: a 20-person, 460 sf Adult Education classroom, which will also be available for group use after normal class hours; a 20-person, 460 sf multi-purpose space; a 10-person, 340 sf small-group program room; and three 120 sf independent-study rooms shared by a housing pod (two adjacent housing units together constitute a housing pod). In all, programs space within each Standard Housing Unit will have capacity to simultaneously accommodate 40 residents or 63% of the unit's total capacity. Each Standard Housing Unit will contain all features required by Title 24, as well as six video-visitation carrels located within each housing unit's dayroom, three non-contact public visiting booths, and professional non-contact booths with pass-through slots for legal documents.

As with the five Standard Housing Units, the 64-bed **Special Services Unit** (SSU) will contain 32 double-bunked cells distributed between a main floor and mezzanine. Intended to house people experiencing short-term decompensation or detox, the SSU will also contain a 2,240 sf dayroom; one 20-person classroom; one 20-person programs room; one 10-person small group room; three 4-person interview rooms; and three 120 sf independent-study rooms. Other areas required by Title 24 and consistent with contemporary practice will be similar to those above.

Intended for people with serious and persistent mental illness who cannot function in general population, the 32-bed **Intensive Services Unit** (ISU) will contain 16 rated cells and two safety cells. Located on the first floor to mitigate safety risks, and fitted with

maximum glazing to facilitate observation and safety, all cells within the ISU will be rated for double-bunk capacity; however, given the high-needs population it is intended to serve, the ISU will contain a mix of single and double bunks, with an expected average daily population of 20 people. Given that essentially all programs and services for these vulnerable residents will be delivered within the unit, the ISU will contain a 1,120 sf dayroom; a 16-person classroom; two 8-person, 180 sf meeting rooms; two 4-person, 80 sf interview rooms; an exam room; and a secure behavioral health staff office. Together, the ISU and the SSU constitute the **Behavioral Health Housing Pod**, operating on direct supervision reinforced by an indirect supervision control station.

b. Suitability of the Proposed Facility for General Operational Requirements

All aspects of the WRTH's modern podular design are designed to provide exemplary operations, safety, and efficiency, providing direct lines of sight to nearly all secure areas of the facility, supplemented by indirect supervision through electronic CCTV/Intercom and security systems. All public and professional visitors will utilize separate and dedicated secure circulation corridors to access the housing units' visiting booths. Each two-unit housing pod shares common staging and sally port areas, recreation yards' storage and restroom, and staff restrooms, thereby reducing overall space requirements. In addition, each two-unit housing pod shares an indirect officer housing control station, reducing detention staffing level needs, especially during low activity hours, without compromising safe operations.

c. Feasibly Meeting the Needs to Replace Outdated and Unsafe Housing

The proposed facility will address the identified needs by providing an integrated building complex comprised of a broad array of new program spaces, a 96-bed high-

security Behavioral Health Housing Pod, and 320 new high-security beds, thereby reducing overcrowded and unsafe conditions at MDF and allowing it to return to its original single-cell, direct-supervision design. *This is the most feasible and cost-effective method to improve housing conditions and program access throughout the jail system.*

d. Feasibly Meeting Needs for Programming and Treatment Space

In addition to the many dedicated classroom and program spaces included within the housing units as described in Section 2, above, the 19,274 sf Reentry Services Complex (with capacity to serve 291 people simultaneously) is designed to provide ideal learning, therapeutic, workforce training, and child/parent visit environments, as follows:

- a. A Rehabilitation and Reentry Programs Center (7,690 sf), with eight program rooms holding up to 18 people; eight meeting rooms designed for six people; and one 40-person multi-purpose room;
- b. A Workforce Readiness Center (3,062 sf), comprising one 25-person vocational classroom and two 25-person program rooms;
- c. A Family Matters Child/Parent Visitation Center (1,904 sf) which includes a child-friendly group room designed to accommodate 14 parents, 18 children, and five staff; seven family alcoves along its perimeter to allow quieter interactions between parents and children while maintaining clear sight lines consistent with safe and secure operations; and an outdoor patio;
- d. A 3,923 sf of R&R Staff & Administrative Space providing dedicated workstations for seven FTE, along with 12 carrels to be shared among numerous program providers who operate on-site part-time;

- e. A Medical and Psychiatric Services Clinic (2,045 sf) including office and records space for the WRTH's medical staff (psychiatrists, MDs, nurses, and clerks).

3. PROGRAMMING AND SERVICES

a. **Current Programs and Services**

The programs and services currently available at each facility in the County's jail system vary widely. Given the absence of classrooms at **Martinez Detention Facility**, individuals housed at MDF have access to academic education only through independent study; only about 11% of people at MDF participate in independent-study. Psychiatric and counseling services are limited only to assessment, diagnosis, and medication management. Space limitations restrict available religious services to nondenominational one-on-one counseling or to Bible studies with maximum capacity of six people. Community-based services are limited to one-on-one non-contact visits during visiting hours; resulting inefficiencies prove cost-prohibitive for service providers.

With maximum rated capacity of 188 in a low-security "farm" setting, **Marsh Creek Detention Facility** in rural East County provides education only through independent-study. It has one program space where students can complete their work; this is also the location used for a psychoeducation class (DEUCE) and a Proud Fathers parenting class. Onsite computers allow students to take the official state GED test, while some religious services are held in a small chapel. MCDF also has vocational programs in the form of a woodshop/bike repair shop and a landscaping project.

At West County Detention Facility, incarcerated women (but not men) can participate in a landscaping program, an engraving and sign shop, and a frame shop. For academic instruction, both men and women at WCDF have access to computer

testing centers (GED and certificates) and dedicated classroom space for instructor-led adult education classes, along with independent study.⁶ A multipurpose room is used to provide access to religious services, and on weekends these rooms are used for programming provided by volunteers and community-based organizations.

All three facilities provide access to legal research through a contracted service provider, and each facility has a library. At MDF, however, access to the library is provided only through the library cart.

b. Programmatic Impact of Inadequate Space

With MDF's current rated capacity of 695 at 180% its original design, the space-related challenges at MDF are well noted,⁷ and programmatic impacts of this crowded condition are profound. Essentially, MDF has no space for programs or services despite housing many of the people most in need of rehabilitative programs and treatment. To increase the opportunity for programming even slightly, the population at MDF must be reduced to create opportunities to repurpose space for use as small-group rooms.

In contrast, at first glance it might appear that WCDF contains adequate program space, given its two classroom buildings – a men's building with five classrooms and a library; and a women's building with two classrooms, a small satellite library space, and engraving and framing vocational shops. However, all of these classrooms are used to capacity five days a week, both mornings and afternoons, for instructor-led academic classes. As a result, any programs or rehabilitative services are relegated to evenings and weekends, where they nonetheless compete for space with volunteer or religious

⁶ JNA at page 36-37

⁷ JNA citation

groups. Further exacerbating these constraints, the housing units lack any meaningful program space. As a result, whenever the WCDF campus is placed on administrative lock-down, access to formal services and programs is suspended. Additionally, access to CBO-provided services is further limited by staff-related challenges of transporting participants to and from meeting spaces and housing units. By providing meeting spaces within WRTH's housing units, coupled with the RSC's new array of space and programs, WRTH will improve program access for everyone at WCDF.

c. Foundational Approach: "Transition From Jail To Community"

Continuing the innovative efforts for which Contra Costa has drawn wide notice, the County intends to implement a robust public/private "Transition from Jail to Community" (TJC) model under the leadership of a TJC Collaborative Council.⁸ This forward-thinking shift in the County's approach to in-custody rehabilitation, transition planning, and supported reentry will institutionalize multi-sector efforts to initiate lasting changes throughout the local justice landscape. Inaugurated by the National Institute of Corrections and the Urban Institute in 2007, a key premise of the TJC model is that "[detention-related] systems change must be coupled with concrete intervention efforts."⁹ Thus, TJC models require the development of shared vision across multiple agencies, changes in organizational culture, collaboration and joint ownership, and data-driven understanding of local incarceration and reentry. Consistent with this approach, beginning with the booking process and throughout incarceration and upon

⁸ The County's approach has been informed by the model, evaluation, annual reports, and strategic plan developed by and for the Allegheny (PA) County Jail Collaborative, see, among others, www.alleghenycounty.us/dhs/jail.aspx and urban.org/research/publication/evaluation-allegheny-county-jail-collaborative-reentry-programs

⁹ "Transition from Jail to Community, Module 5," accessed at www.tjctoolkit.urban.org/module5/M5%20-%20Targeted%20Intervention.pdf

release, interventions will be tailored to needs, risks, and strengths of each individual.¹⁰

d. Lines of Authority to Achieve Operational Objectives

To provide strategic and effective management of the detention system's programs and services in partnership with the TJC Council, the Contra Sheriff's Office will establish a new Office of Rehabilitation and Reentry Services (ORRS) to develop, coordinate, supervise, evaluate, and raise additional funds for programs and services for people incarcerated in the County jails. Reporting to the West County Detention Division Commander, the ORRS will be responsible for developing and coordinating appropriate roles, responsibilities, policies and protocols of the project's partners, including the Office of the Sheriff, Inmate Services, County Office of Education (Adult Basic Education and Workforce Readiness courses), County Health Services (psychiatric mental health services), and one or several social service organization(s) to provide reentry and rehabilitative services and to be selected through competitive bid.

e. Proposed Programming and "Risk-Need-Responsivity" Approach

Springing from the commitment to implementing a true TJC model, the Reentry Services Complex will house a new, multi-service Rehabilitation and Reentry Program (R&R). The R&R Program will provide a comprehensive and integrated array of validated, evidence-based, trauma informed, and gender-responsive¹¹ cognitive behavioral therapies, family support services, workforce readiness training, and transition-planning for adult men and women housed at WCDF, with reentry and psychiatric services at MDF and MCDF to support rehabilitation for those housed there.

¹⁰ Ibid.

¹¹ This proposal is informed by "The Master Plan for Female Offenders: A Blueprint for Gender-Responsive Rehabilitation," California Department of Corrections and Rehabilitation, 2008.

The development of Personal Success Plans for participants in the R&R program will begin by calculating each person's Risk/Need/Responsivity score (RNR). Since the 1990s, the RNR model has been used with increasing success to rehabilitate justice-involved people, and has been recognized for this success by the US Department of Justice, among others. RNR's three core principles are as follows:

- **Risk principle:** Match the level of service to the person's risk to re-offend, and prioritize treatment resources for higher-risk clients; level of risk can change over time, depending on the status of a person's underlying criminogenic needs
- **Need principle:** Identify criminogenic needs and target them in treatment; needs include employment status, family dynamics, substance use, prosocial or antisocial leisure activities, and antisocial attitudes
- **Responsivity principle:** Maximize the person's ability to learn from a rehabilitative intervention by providing cognitive behavioral treatment and tailoring the intervention to the person's learning style, motivation, abilities and strengths^{12,13}

As mentioned, the TJC model begins reentry planning at the moment a person is incarcerated, using time spent in custody to identify and develop plans to mitigate the criminogenic risks and needs identified through an RNR. Further, research demonstrates that positive outcomes are maximized when service concentrations are correlated to RNR scores,¹⁴ so that people at higher risk of recidivism are matched with more concentrated program "dosage" (program length, duration, frequency, and

¹² "Risk-Need-Responsivity Model for Offender Assessment and Rehabilitation," James Bonta and D.A. Andrews, Public Safety Canada, Government of Canada, 2006.

¹³ "Implementing Evidence-Based Policy and Practice in Community Corrections," Meghan Guevara and Enver Solomon, National Institute of Corrections, US Department of Justice, October 2009, second edition.

¹⁴ "Three Core Elements of Programs that Reduce Recidivism: Who, What, and How Well," Justice Center, Council of State Governments, July 7, 2015

suitability).¹⁵ Consistent with this approach, the Sheriff's Office will collaborate with its partner agencies to identify and standardize the use of a new common RNR tool.

f. Client Assessment and Service Plans

Once a person's RNR score has been calculated, the R&R Program will use validated screening tools to identify criminogenic and noncriminogenic factors, such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dysfunction, housing instability, learning or developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support successful reentry and employment. After this information has been reviewed, the R&R Program staff and client will co-create a Personal Success Plan identifying in-custody and transition-planning services to support each client's post-release success. These Personal Success Plans will be designed to provide the appropriate combination and sequence of services to address each client's criminogenic risks and needs. A "Service Matching Tool"¹⁶ will be used to develop each client's Personal Success Plan into an activity schedule, built on four-week intervals, to allow clients maximum opportunity to engage in and complete a defined set of customized activities in a relatively short period time. In general, groups and workshops will be capped at 18 participants to maximize learning and relationship-building. Each group will last from 60-90 minutes, and all groups will be gender-specific.

g. Program Structure

The R&R Program will operate on four Tracks, maximizing opportunities to match

¹⁵ "Improving the Effectiveness of Correctional Programs Through Research," Edward J. Latessa, Center for Criminal Justice Research, Division of Criminal Justice, University of Cincinnati, 2008.

¹⁶ "Integrated Reentry and Employment Strategies: Reducing Recidivism and Promoting Job Readiness," Le'Ann Duran, et al, Council of State Governments Justice Center, 2013.

program dosage both with risk levels and the highly variable average length of stay typical of county jails. Most of the R&R Program's services will be open enrollment, to foster the greatest access for clients. While many people are detained in custody for very short periods of time (72-96 hours being a common duration), it is well recognized if a person is neither released nor posts bail within that 96-hour timeframe, his or her anticipated length of stay in custody increases substantially but of unpredictable duration. Therefore, in order to provide meaningful services to all who are interested, tracks will be delivered as modules of 2-4 weeks each, maximizing participants' opportunities to complete units even brief detention.

h. Program Tracks & Eligibility Criteria

- **Track 1 (Reentry Track):** Sentenced clients who score medium to high on the Risk/Needs/Responsivity assessment and who have up to 6 months remaining on their sentences (therefore a relatively predictable release date) will be eligible for a formal "Reentry Track," which will provide a robust curriculum of academic education, behavioral health, parenting, workforce readiness, and reentry planning resources, conducted Monday-Friday, supplemented with parent/child visitation programming on weekends and some weekday evenings. Consistent with best practices for high RNR scores and program dosage and fidelity (Latessa), the Reentry Track will be designed to provide each participant with a minimum dosage of at least 300 hours of appropriate behavioral health, workforce training and readiness, and transition-planning services over the course of 5-6 months, in addition to academic coursework.
- **Track 2 (High-Risk/Unsentenced):** High-risk unsentenced clients who have been in custody for at least 14 days will be eligible for concentrated services and reentry

planning. Given the uncertain length of stay common to unsentenced people, the High-Risk/Unsentenced track will be structured to provide each client with at least 10 hours of R&R programming weekly, with the intent to provide at least 150 hours of programming over four months, in addition to academic and workforce readiness courses.

- **Tracks 3 & 4 (Open Enrollment, Medium/Low Risk, Men and Women):** These tracks will be open to all interested clients. Program duration, dosage, and frequency will vary according to participant interest, and programs will be available to all those at WCDF, regardless of anticipated length of stay. However, the Open Enrollment track will be designed to provide at least 5 hours of R&R programming weekly and at least 80 hours of programming over four months, in addition to academic and workforce.

In a major innovation, men classified as “high security” will be eligible for reconsideration of their classification status if they actively, consistently, and successfully participate in R&R programming and make steady progress on their Personal Success Plans. R&R Program staff and the Sheriff’s Office will develop policies and practices to identify people eligible for reclassification for housing in medium-security housing. This combination of positive incentives and increased freedom of movement is consistent with TJC principles to foster prosocial behaviors.

i. Behavioral Health Premises, Modalities, and Services

Supervised by the **Behavioral Health Services Manager** (LCSW), the R&R’s 10 FTE Behavioral Health & Parenting clinical counselors will provide gender-responsive, evidence-based comprehensive cognitive behavioral treatments. Six will be assigned to WCDF and four to MDF/MCDF. Services will be available in both English and Spanish.

Core Premises: Trauma-Informed, Gender-Responsive, and Evidence-Based:

Recognizing that *history of trauma* is disproportionately present in justice-involved populations, the R&R Program will establish a trauma-informed environment in all aspects and activities. Staff will be trained to maintain alertness and sensitivity to environmental triggers and to trauma-related behaviors, and will also be trained in core interventions to help clients manage such symptoms and triggers. Similarly, clients will be oriented to basic concepts of trauma-related awareness and self-care, including techniques of de-escalation and emotion regulation, and the program will utilize a “containment” model for addressing co-occurring trauma among clients. The program’s clinical staff will be able to identify, address, and immediately provide or coordinate care for safe stabilization of any client in crisis situations that may arise during treatment. All staff will be able to identify and assess indications of decompensation, including suicidal and homicidal ideation, intent, and plans that may emerge; licensed providers will be directly involved in the assessment and intervention process.

Just as trauma is overrepresented in justice-involved populations, the incidence of *physical and sexual abuse* among justice-involved women has been reported to be 47% in some studies (Modley, 2010) and even higher – up to 83% in a study conducted in Illinois (Reichert, 2010). For many, the path to crime has involved running away from childhood abuse, the use of illegal drugs as a means of coping, and drug selling, prostitution, and other crimes as a way to survive on the streets. As adults, many have experienced intimate partner abuse, sexual assault, and the grief of losing custody of their children. Studies show that treatment of drug-dependent women is more likely to be successful if treatment is provided in a mutually supportive therapeutic environment and addresses the issues including psychopathology (e.g., depression), a woman's role

as mother, interpersonal relationships, and the need for parenting education (Polinsky, Hser, Grella, 1998). At the same time, many justice-involved men have high rates of sexual abuse and assault in their lives; for men, the stigma of being sexual victims, coupled with culturally-shaped expectations for normative masculine behavior, adds extra trauma, anxiety, and confusion to this traumatic history.

All of the therapeutic modalities and interventions will be *evidence-based and validated* for the populations they serve, and they will be *implemented with fidelity* to their respective models and regularly reviewed for effectiveness, an essential companion to RNR (Latessa). The well-recognized ***Seeking Safety*** will serve as the curriculum for the trauma groups. Developed by Lisa Najavits, *Seeking Safety* is a present-focused treatment for clients with a history of trauma and substance abuse. Designed for flexible use, it is appropriate for group or individual format, male and female clients, and a variety of settings (e.g., outpatient, custodial, residential). *Seeking Safety* addresses trauma in terms of its current impact, symptoms, and related problems (e.g., substance abuse) without requiring individuals to explore distressing memories. To address and modify criminal thinking patterns for men, the curriculum is likely to be ***Thinking for a Change (T4C)***, developed by the National Institute of Corrections specifically for justice-involved populations. Consisting of 22 group sessions, this curriculum focuses on three cognitive perspectives: Cognitive Restructuring, Social Skills Development, and Development of Problem-Solving Skills. To address and modify criminal thinking patterns for women, ***Moving On: A Program for At-Risk Women*** provides women with alternatives to criminal activity by helping them identify and mobilize personal and community resources. *Moving On* draws on the

evidence-based treatment models of relational theory and cognitive-behavioral therapy, can be administered to groups or individuals in forensic or community settings, and can be fully delivered in as little as nine or as many as 25 weeks (including supplemental sessions). To enhance interpersonal skills development, the program will use ***Skillstreaming: A Guide for Teaching Prosocial Skills***. A manualized approach developed by Arnold P. Goldstein, Skillstreaming comprises one of the three elements of *Aggression Replacement Training*. The Skillstreaming curriculum is comprised of 50 specific skills ranging from beginning social skills (listening, starting a conversation, or giving a compliment) to advanced social skills (such as asking for help, following instructions, apologizing, and convincing others). Alternatives to aggression are also taught in the form of skills such as asking permission, negotiating, and self-regulation. Skills for dealing with stress include responding to failure, dealing with an accusation, dealing with group pressure and dealing with embarrassment and planning skills such as setting a goal and making a decision are also included. To address substance-use disorders, the program will call on the curricula developed by Dr. Stephanie Covington. Her ***Helping Men Recover*** is the first gender-responsive, trauma-informed treatment program for men, built on the understanding of the impact of male socialization on the recovery process, a consideration of the relational needs of men, and a focus on the issues of abuse and trauma. The Facilitator's Guide for the 18-session program is a step-by-step manual containing the theory, structure, and content needed for running groups, while the participants' workbook allows men to process and record the therapeutic experience. Dr. Covington's evidence-based ***Helping Women Recover*** will be the recovery education curriculum for women. Integrating theories of women's

psychological development, trauma, and addiction to meet the needs of women with addictive disorders, the comprehensive, seventeen-session curriculum includes user-friendly and self-instructive materials include a step-by-step facilitator's guide and a participant's journal, entitled *A Woman's Journal*, filled with self-tests, checklists, and exercises to create personalized recovery guides. The core curriculum for the Family Matters program will be ***Parenting Inside Out (PIO)***, an evidence-based parenting skills training program developed for justice-involved parents. A randomized controlled trial demonstrated that PIO reduced parental recidivism; improved parental participation in the lives of their children; increased the use of positive reinforcement; reduced parental stress and parental depression; raised their prison adjustment scores; and reduced reported substance use. PIO staff will work with incarcerated parents to build stronger parenting skills; identify and effectively manage their own grief, trauma, and loss; develop effective communication skills in dealing both with their child and the child's active caregiver; set interpersonal goals for each visit with their child; tie their custody goals and behaviors to their hopes and motivations as parents; and build reentry plans that increase their capacities as parents. For justice-involved parents also involved in the child welfare system, the R&R Program will coordinate with the County's Children and Family Services Bureau to maximize the opportunities of participants in Family Matters to comply with court-ordered reunification plans.

j. Transition and Resource Development Services

Supervised by the **Multi-Disciplinary Services Manager** (LCSW), six FTE Transition Coaches will work with clients to develop and implement individualized reentry plans to support their post-release success, while five FTE Resource

Developers will work both in the facility and in community-based settings to gather and coordinate the resources necessary to fulfill the client's Transition plan; this may include identifying and confirming housing, applying for public benefits (cash aid, food stamps, and healthcare enrollment), identifying vocational or educational resources consistent with the client's capacities and interests, identifying positive social supports, and developing a personal emergency plan. Three Transition Coaches and three Resource Developers will be assigned to WCDF/WRTH, while three Transition Coaches and two Resource Developers will be assigned to MDF/MCDF.

k. Workforce Readiness Services

In partnership with County Office of Education, and operating from a fully equipped computer laboratory, the R&R Program will provide certificated programs in Computer Applications (including Microsoft Word, Excel, PowerPoint, and Adobe) as well as Web Design/coding. A didactic, hands-on, 90-minute Work Readiness Skills workshop will be conducted several days a week to support clients' preparedness and willingness to engage in employment-related activities after release. The curriculum will include topics such as Getting Ready to Work: Pre-Release Work Planning; Skills Inventory: Keeping on Track: Scheduling and Calendaring; The Three Rs: Job-Related Educational Basics; and Keep What You Earn: Options for Banking, Budgeting, and Saving (including IDAs¹⁷). Program staff will pay particular attention to identifying and documenting clients' employment history (however informal or inconsistent) along with identifying and building case plans to mitigate barriers that may have interfered with

¹⁷ Individual development accounts are a financial asset building tool for low income individuals in which an individual's savings are matched by a financial institution to assist in obtaining a targeted financial goal, such as home ownership, education, a car, or a business.

sustained employment. For younger adults ages 18-29, the Transition Coaches and Resource Developers will devote specific attention to documenting educational and vocational histories while also helping clients cultivate interests, aptitudes, and opportunities to develop and deploy transferrable skills.

To enhance both supply and demand, the Resource Developers will spend substantial time outside the jails, working with community-based organizations and public agencies to identify the resources to implement clients' transition and post-release plans. To this end, the Resource Developer will develop strong and informed relationships with Workforce Centers, community-based service agencies, local employers, educational institutions, and vocational trade schools across the County. To help address the pressing need for paid, prosocial job opportunities, the Resource Developers will also work closely with local industries and employers to cultivate willingness to hire people with criminal records. In addition, Richmond's new Reentry Success Center and the County's newly established Network Reentry System of Services will serve as partners for the R&R's Resource Developers, family members anticipating the release of an incarcerated person, and formerly incarcerated people.

I. Staffing Changes Required to Provide Services

- **Sheriff's Deputies and Aides:** The safe operation of the WRTH will require 37 Deputy Sheriffs, of whom 31 will be transferred from other assignments, and six Sheriff's Aides. To manage the greater movement of program participants to and from their housing units in WCDF/WRTH, six Deputy Sheriff and six Sheriff Aide positions will be added, for an incremental annual cost of \$1,992,468.

- **Rehabilitation and Reentry Services:** The R&R Program's rich array of new

behavioral, resource development, and transition planning services will be provided by a qualified nonprofit social service organization selected through competitive bid. For these services, the planned staff include a full-time, licensed Director; a Multi-Disciplinary Services Manager (LCSW); a Behavioral Services Manager (LCSW); ten Behavioral Health/Parenting Inside Out Counselors; six Resource Developers; five Transition Coaches; a Data and Evaluation Manager; and an Administrative Assistant. The annual cost for these staff and related program costs is budgeted at \$1,868,702.

- **Adult Education and Vocational Services:** Existing staff assignments will be revised to reflect the new program approaches. It is anticipated that six positions (3.5 FTE) will be redesigned due to increased efficiencies, and that 2 FTE credentialed teachers (one vocational and one academic) will be hired at an annual cost of \$234,000.

- **Psychiatric Services:** To provide psychiatric diagnosis, prescriptions, and medication management services to all people housed in either WCDF or in WRTH, 1 FTE psychiatrist and one Psychiatric Nurse Practitioner will be hired, at an annual cost of \$338,880. In addition, 2 FTE Licensed Vocational Nurses will be reassigned from MDF to WCDF/WRTH, to support medication distribution to psychiatric patients.

Thus, the incremental personnel budget to operate the new facility is \$4,434,050.¹⁸

m. Objectives of the Facilities and Services

Every aspect of the WRTH's physical design – from its direct-supervision housing coupled with ample in-unit program and classroom space; its specialized behavioral health housing units; its Reentry Services Complex; its exemplary Child/Parent Visitation Center; its Transition from Jail to Community Collaborative Council; the

¹⁸ Cite JNA

evidence-based modalities and multi-disciplinary model of its Rehabilitation & Reentry Services program; and the behavioral incentives embedded in its step-down classification plan for people successfully engaged in services – reflects commitment to providing efficient, effective, innovative rehabilitation and reentry services. As its foundational approach, the R&R Program reflects the eight evidence-based principles for effective interventions in community corrections: Assess criminogenic risks and needs; enhance intrinsic motivation; target interventions (service array and dosage), foster development of prosocial behavioral skills, increase positive reinforcement, engage ongoing support in natural communities, measure relevant processes/practices, and provide measurement feedback.¹⁹ Finally, all of the evidence-based therapeutic modalities of the R&R have demonstrated efficacy with justice-involved populations.

n. Documented pretrial inmate percentages

In 2013, 74% of people incarcerated in the County jail system were pretrial status. In an ongoing effort to reduce this further (for July 2015, it was 65%), the Sheriff's Office maintains an active "cite-release" policy, in which any individual brought in to the jail's booking center for a charge less than felony (with some limited exceptions) is provided with a written citation and then released from custody on a signed promise to appear at court. Similarly, the Sheriff's Office operates a robust pretrial Electronic Home Detention (EHD) program using GPS and SCRAM²⁰ technology. Currently, 43 people in the County's Pretrial Services program (PTS), described below, have been referred to the Sheriff's Custody Alternative Facility program (CAF), which also provides eligible

¹⁹ "Implementing Evidence-Based Practice in Community Corrections: The Principles of Effective Intervention," Crime & Justice Institute, at <http://nicic.gov/theprinciplesofeffectiveinterventions>

²⁰ Secure Continuous Remote Alcohol Monitoring (SCRAM)²⁰ is an electronic monitor that uses persistent transdermal technology to detect alcohol use by the person wearing the device.

sentenced individuals the opportunity to serve a remaining jail sentence on EHD, in the Work Alternative Program, or by participating in the County Parole program. Currently, 661 people are participating in Alternatives to Detention programs.

o. Description of Risk Assessment-Based Pretrial Release Processes

In early 2014 the County launched its Pretrial Services program (PTS), a collaborative effort of the Sheriff, Probation, Public Defender, District Attorney, and the local Superior Court. Led by a multi-agency work group responsible for assessing implementation, refining operations, and planning for program expansion, this unique collaborative structure has led Californians for Safety and Justice to feature Contra Costa in a forthcoming report. PTS uses a modified version of the well-recognized Virginia Pretrial Risk Assessment Instrument (VPRAI), which assesses eight factors to determine pretrial release.²¹ The County has contracted with the Pretrial Justice Institute, in collaboration with the Crime and Justice Institute of Community Resources for Justice, to provide technical assistance in the program's design and implementation and to validate the local use of this modified instrument.²² With a staff of four probation officers, two paralegals, and one clerk, each morning PTS paralegals meet with detained individuals in the holding cells of the courthouse. Using a standardized interview tool, the paralegals gather required information that is then sent to Probation. In turn, Probation Officers attempt to verify the information, gather additional information from various law enforcement and court databases (CLETS,²³ ARIES,²⁴ police reports,

²¹ The factors are 1) current allegation is felonious 2) other pending charges 3) 1 previous conviction 4) 2 or more violent convictions 5) previous failures to appear 6) at current residence a year or more 7) last two years in school or employed 8) history of substance abuse. Each factor provides 0 or 1 point, except failures to appear provide 2 points.

²² See <http://www.crj.org/cji/entry/pretrial-contra-costa>

²³ California Law Enforcement Telecommunications System

²⁴ The Automated Regional Information Exchange System (ARIES) is a database of Contra Costa County arrest and

probation history), and input the information into the modified risk assessment instrument to calculate risk. Once a person's risk level is determined, Probation Officers submit recommendation reports to the Court, including proposed terms and conditions. The Judge makes the final decision in the presence of a Public Defender and District Attorney. Not all defendants qualify for release into PTS; disqualifiers include misdemeanor charges, defendants with holds for other law violations, probation and AB-109 violators, individuals charged with domestic violence offenses, and certain other serious felony offenses.²⁵ A database measures the success of the program; to date, only 18.4% of people released to PTS have been arrested for a new offense or been issued a warrant for failure to appear.

4. ADMINISTRATIVE WORK PLAN

a. Steps to Complete the Project

Upon receipt of the state's notice of intent to award funding, the County will work to achieve project establishment in the shortest time possible. At the same time, the project architect-engineer (AE) will begin confirming the space and functional programs and complete the architectural program. Only then will schematic and design development documents be developed, utilizing the County's Owner's Project Requirements. The Construction Manager (CM) will then be selected and hired. Periodic design workshops, attended by the Sheriff's Transition Team (TT) and appropriate consultants, will provide close interaction between the Sheriff's Office (SO) and the design team. Finally, the design will be complete when the construction documents are developed. Of course, all required state interaction and submittals will

criminal histories

²⁵ Penal Code § 667.5 (c) and most but not all of offenses listed in Penal Code § 1192.7

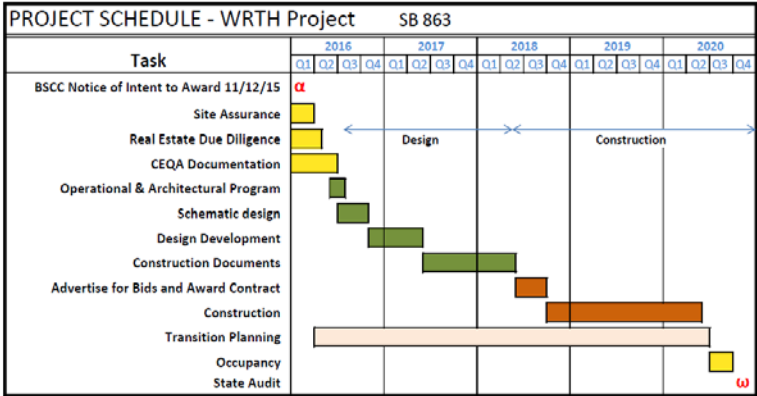
be performed according to the detailed project schedule that has been developed.

The AE will assist the CM prepare the bid package and perform the prequalification of bidders and the bidding process. Once the SPWB has determined that all financing requirements have been met by the County and a Notice to Proceed given, and permits have been issued by the Building Department, the construction contract will be awarded. At this point the contractor will take over management of the BIM from the architect. The County Construction Administrator (CA), assisted by the CM and architect, will oversee the work through completion and project close-out.

The TT will begin its work at start of the design process. When construction starts, the TT will develop operational plans and hire and train staff. With a construction punch list and a shakedown of the new facility completed, occupancy will be granted by the Building Department and Fire Marshal. An audit by the state will determine if the facility has been staffed and is being safely operated as planned.

b. Project Schedule

A detailed Gantt chart has been developed for the project, with a simplified version



offered here. The timeline meets the 120-day deadline for completing the due diligence. The Notice to Proceed to construction is to be issued on 5/3/2018, within the 42-month deadline. Construction is

finished on 1/23/2020, thus meeting the 36-month requirement. Occupancy is scheduled for 3/13/2020. The County has determined that the Design-Bid-Build (DBB)

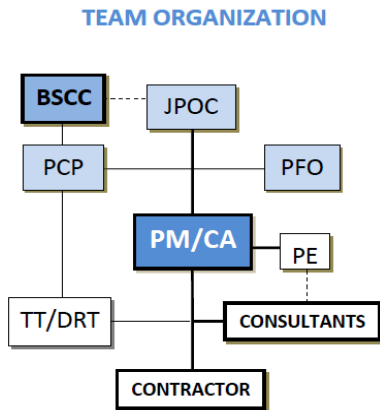
construction delivery method is most appropriate.

c. Plan for Project Management

A Project Management and Construction Administration Plan has been designed to ensure: 1) delivery of a quality product meeting the needs of the County’s detention and programming requirements; 2) technical compliance with BSCC, CDCR and SPWB requirements and applicable codes; 3) adherence with County policy and procedure; and 4) completion of the project on time and on budget. The most appropriate County resources in construction, accounting, and legal counsel will be assigned to the project.

The project manager will be the manager of the County’s Capital Projects Management Division of the Public Works Department (PWD). The project manager will

serve as the Construction Administrator (CA). The PM/CA will be Ramesh Kanzaria, R.A., who holds a Diploma in Architecture²⁶ and is a Registered Architect in the state of California. He has 35 years of experience managing medium & large construction projects.



The County has retained an expert in state-financed jail construction projects, Grady Williams, P.E.²⁷ as designated Project Expert (PE). Having been through the process several times, Mr. Williams will assist the CA to ensure all BSCC and CDCR requirements are met quickly and accurately upon notice of a conditional award of state financing. The PE will also represent the SO in design

²⁶ A six-year course of study equivalent to a Masters degree
²⁷ State of Washington

workshops to ensure the AE's design meets the functional program, and serve as a vital resource of senior project management skills. The CA is in charge of the project overall and is the direct line of communication to consultants and County project staff. The CA reports to the Director of PWD and to the Jail Project Oversight Committee, which includes the County Administrative Office, the Sheriff and the Auditor-Controller, among others, providing a direct line to County executives and resources.

The CM will carry out the daily construction activities in the field and ensure quality control of the contractor under the management of the CA. The County Building Department will perform plan check using a firm with strong experience in jail design, issue a building permit, and provide two full time inspectors with experience in jail construction to work in the field as code compliance inspectors during construction. The County will select a commissioning agent (Cx) who will begin its work during design development and continue through construction completion and close-out.

Also upon notice of the conditional award, the SO's Transition Team (TT) will begin its work of developing operational procedures. The TT will ensure: a) a fully trained staff ready to operate the new facility, b) the facility has completed a full shack-down prior to occupancy, and c) a well-prepared operation of the new facility, including its program and treatment services. The Sheriff's Office's project coordinator, Captain Thomas Chalk, will be the County's Primary Contact Person (PCP) to the state, the leader of the TT, and the person to provide and manage resources of the Sheriff's Office for the benefit of the Project. Captain Chalk and the TT have been an integral part of completing the functional and space programs, and will remain central throughout.

The Project Financial Officer (PFO), Ms. Wanda Quever, is responsible for

developing the chart of accounts for the project, requesting budget revisions needed to ensure adequate cash flow, processing the invoices to and payments from the BSCC, and preparing financial reports for the CA and the JPOC. Reporting to the Director of PWD and JPOC, the PFO will assist with accounting and cash flow reports.

Key components of the CA's program include:

Planning: A step-wise, room-by-room analysis of the entire process of inmate incarceration from booking to release has been performed. Likewise a step-wise analysis of the inmate's continuum of care from incarceration to reentry into society, including probationary requirements, has been performed. Other planning documents will include the Transition Plan, Commissioning Plan, Owner's Project Requirements, the Project Manual, and policies and procedures including quality and safety.

Designing: Workshops will be held at key milestones during each phase of design. The AE will submit documents to reviewers in advance, and describe its features and rationale at the Workshops. The TT is part of the Design Review Team (DRT).

Building Information Modeling (BIM): The BIM process will begin at schematic design and continue through construction completion and beyond. It will be developed initially by the AE and then handed to the contractor, who will continue its development during construction. BIM will assist in minimizing change orders (cost) and staying on schedule. It will also be used to perform more efficient maintenance on the new facility.

Scheduling: CPM and milestone schedules will be developed using Primavera software, and monitored monthly; if significant variances are identified, the CA will work with the CM to ensure a recovery plan is enacted. If the contractor requests a time

extension, the CA will perform an analysis of any fragments for validity of the request.

Document Control: At the beginning of the project, the CA will establish and maintain a Document Management System (DMS), including an asset management database. A password-protected project web site will be established that will allow all team and even state personnel to access review and approve project documents online from anywhere. This system will be a key component of the construction process.

Quality Control/Assurance: The contract will require the contractor to provide and document continuous quality control (QC). The CA will be responsible for ensuring the contractor meets this requirement through a quality assurance (QA) program. The CM will provide inspection of any needed corrections to assure proper implementation.

Safety: A Safety Plan will be developed at the onset of the project. All personnel will be trained on its requirements and the CA, with the help of the CM, will ensure safety is incorporated into all aspects and incidents are corrected immediately and reported.

Commissioning: A Cx plan for the new jail facility will be prepared by the Cx firm early in the design process. The Cx Plan will provide logistics for accessibility, efficient operability, and low cost maintainability. Cx activities include start-up documentation, test procedure acceptance, and plan and document training. The Cx will evaluate the working effectiveness and operation of the systems' seasonal performance, control systems settings, and interactions with the life/safety systems.

RFI Processing: The CA's team will perform timely, complete, and accurate responses to Requests for Information (RFIs) to avoid delay claims and control costs. The CM will review a contractor's RFI to ascertain its validity before sending to the AE.

If the response involves additional cost or time, the CM will review the solution with the AE to try to identify any lesser or non-impact alternatives. If there are none, the CM will work with the CA to quickly arrive at the fairest price and/or time extension.

Submittal Processing: The CA will require the contractor to identify all submittals on their baseline schedule. This schedule is provided to the AE with a composite submittal forecast that indicates the volume and timing of anticipated submittals. With this information, the CA team will have sufficient reviewers available to handle peak workloads. Submittals will be tracked using the Document Management System (DMS).

Change Control: CA will accomplish this by: (1) including a thorough and detailed scope of work in the contractor's contract; (2) conducting constructability and BIM reviews; (3) ensuring cost-conscious and comprehensive RFI responses; (4) ensuring complete submittal and shop drawing reviews; (5) instituting a pre-approved change control processing approach; (6) ensuring expeditious review and processing of all change order requests; and (7) only incorporating changes that are absolutely necessary. The hired CM firm will assist the CA with these tasks.

Dispute Resolution: If problems arise, the CA will work collaboratively to gather information, form alternatives, and guide decisions that result in solutions. The CA's field team will attempt to resolve issues on site. If unsuccessful, the field team will elevate it to the CA to negotiate a resolution. Higher levels of authority and expertise will be brought to achieve resolution. The CA will provide notification of a potential claim, provide analysis of the disputed facts, and recommend a follow-up course of action.

Claims Mitigation: Claims prevention will involve clear communication, prompt resolution, prompt response to contractor's submittals, and the implementation of solid

management practices. If the CM suspects a problem, the CM will gather all key team members to evaluate the risk, explore alternatives, prepare guidance for the contractor to clarify requirements, and if appropriate, initiate a change order to compensate the contractor. The CM will keep a “potential claim file” to capture relevant documents.

Invoicing: The CA will require each contractor and consultant to invoice separately the expenses eligible for State reimbursement, for expenses to be paid by County contributions, and for expenses that are not eligible for the SB 863 program.

Cost Accounting: Using proven processes developed by the PE, all expenses on the project will be tracked by assigning FIN codes to all budget line items, and all expenses will be coded accordingly.

5. BUDGET NARRATIVE

a. Total Project Cost and Matching Funds

As detailed in the Budget Summary Table, the project cost is \$90.4 million. Of this, the County match is \$10.4 million, which includes \$3.17 million of in-kind costs, \$6.9 million in cash, and \$360,000 in costs already expensed. To fund the \$6.9 million, it is recommended drawing \$4.5 million from Sheriff’s Plant Acquisition Funding (Org. 4407/Account 4437) and \$2.4 million from AB 109 Public Safety Realignment Revenue previously earmarked for this purpose. These funds will be used to cover costs ineligible for lease-revenue financing.

b. Operating Costs and Types of Funding

The total personnel-related cost for this proposal is \$4,434,050, of which \$2,441,582 is for program personnel and \$1,992,468 is for Sheriff’s Office personnel. The funding sources are as follows:

Inmate Welfare Fund	\$56,000
Annual net savings in facilities operating costs for MDF and WRTH ²⁸	\$500,000
Existing general budget for Sheriff’s Office	\$555,802
Sheriff’s Office current AB 109 budgeted funds	\$1,329,780
County General Funds	\$1,992,468
Total	\$4,434,050

c. Allocation of Effort and Alignment of Budget and Operational Details

In terms of *construction* allocations, the cost of the 320 Standard Housing Units and the 96 Behavioral Health beds is estimated at \$48 million; the cost of the Reentry Services Complex is estimated at \$9 million; design, management and other soft costs at \$19 million; and \$14.4 million. In terms of *operational* allocations, \$2.4 million of the \$4.43 million incremental costs (54%) are allocated to programs and services.

d. Efficient Use of State Resources

This project has been designed to maximize efficiencies and leverage existing resources. Many of WRTH’s support facilities and functions will be provided through existing assets, including the booking and classifications area of MDF as well as the visitor processing facilities, kitchen, laundry, warehouse, library, building maintenance, and warehouse at WCDF (which were designed with capacity to serve a larger facility), thus reducing construction cost by an estimated 20%. As a result, the majority of the state’s investments will be devoted not to ancillary facilities but to replacement housing and unprecedented capacity to deliver comprehensive programs.

Further, the new facility will be designed to achieve a minimum Leadership in Energy and Environmental Design (LEEDTM) rating of Silver, reducing energy consumption by

²⁸ See calculation in Efficient Use of State Resources, above.

more than 15% beyond Title 24 requirements; as a result, it is estimated that the new facility will require only 60 to 70% of the energy of the existing MDF, with utility and maintenance costs at less than half of MDF's maintenance and utility costs of \$6.83/SF/year. These operating cost reductions combined with the closing of two housing units at the MDF will reduce the County's net operating costs for the two facilities by about \$500,000 annually. Finally, the WRTH will be designed to reduce the facility's life-cycle cost, thereby further reducing staffing, energy, and maintenance costs. The County's current source of utility and maintenance cost funding, pooled through PWD's tenant rental charge, will remain in place for the foreseeable future.

In contrast, an alternate approach – to renovate or rebuild MDF – is not feasible, cost-effective, or operationally efficient. A concrete multi-story building approximately 70 feet tall, MDF is structurally unified, with each part structurally reliant upon all the others; in its entirety, the building is comprised of hard construction. A plan to attempt substantial renovations would not only be prohibitively expensive, but also would result in a less than ideal facility unsuitable for the proposed housing and services.

6. READINESS TO PROCEED

Board Resolution: On August 18, 2015, the County BOS signed the requisite Resolution, which is attached herein.

CEQA Documentation: On July 28, 2015, the BOS directed staff to file the Notice of Determination (NOD) for the Final EIR. The NOD was filed at the County Clerk's office and at the Office of Planning and Research State Clearinghouse on July 28, 2015, and is attached herein.

SECTION 6: BOARD OF SUPERVISORS' RESOLUTION

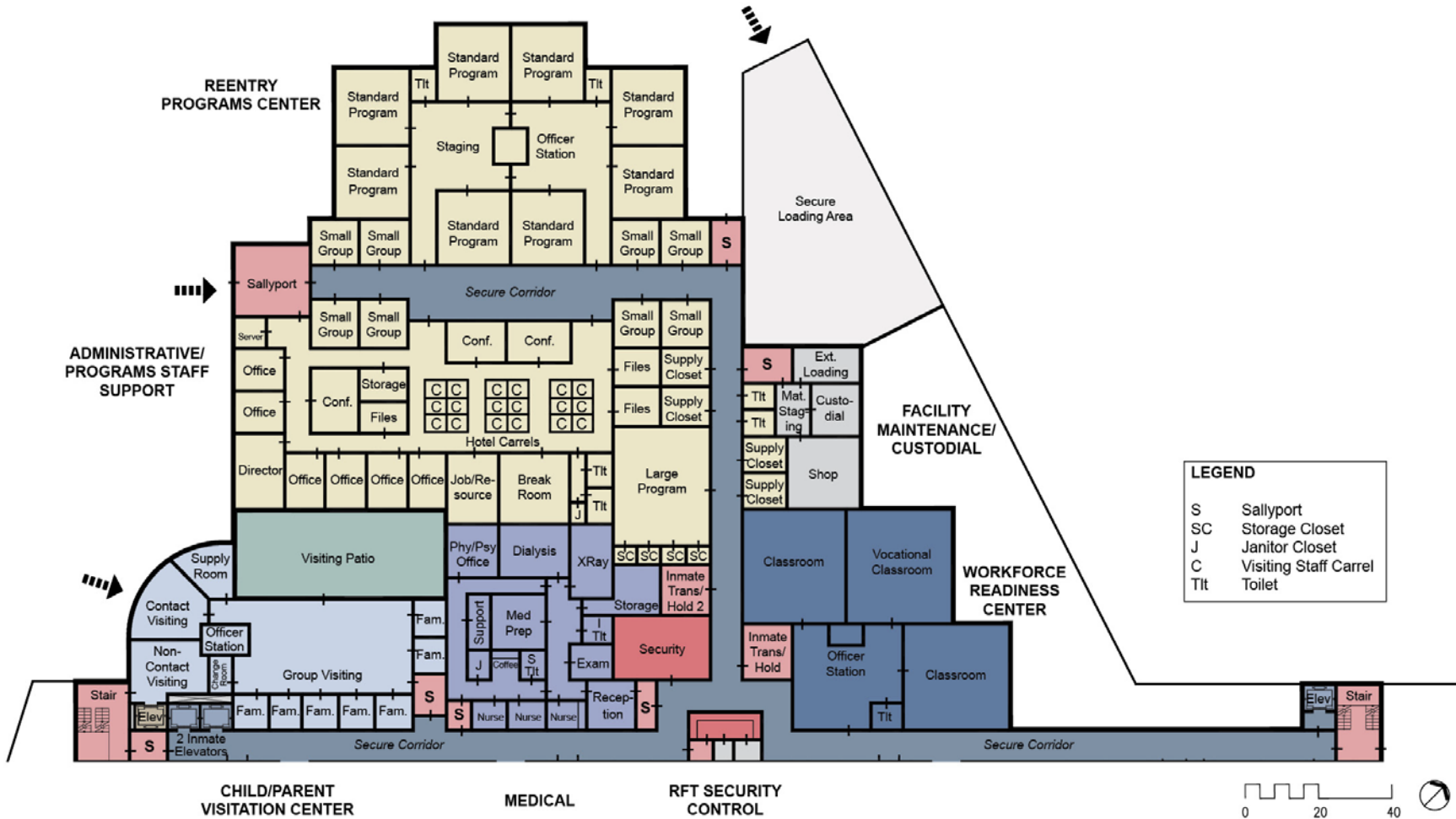
BOARD RESOLUTION

THIS PAGE WILL BE REPLACED BY SAID LETTER, WHICH
CAN NOT BE COMPLETED UNTIL EXPIRATION OF THE 30-
DAY STATUTE OF LIMITATIONS, WHICH OCCURS ON
AUGUST 28, 2015

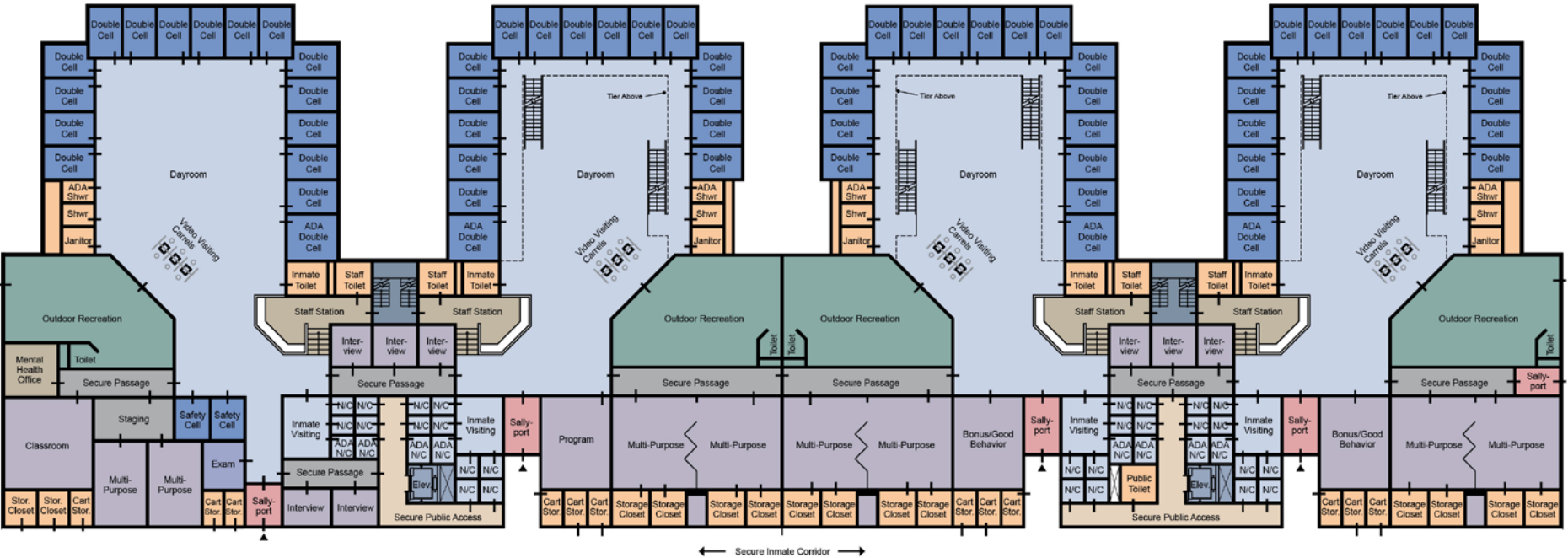
Site Plan



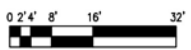
Reentry Program/Building Support – Main Floor



Overall Housing Unit – Main Floor



LEGEND
 NC Non-Contact Visitation



Site Context



**PROJECT DELIVERY AND CONSTRUCTION AGREEMENT
[ENTER PROGRAM NAME] FINANCING PROGRAM**

by and among

**STATE PUBLIC WORKS BOARD
OF THE STATE OF CALIFORNIA**

and

**[DEPARTMENT OF CORRECTIONS AND REHABILITATION
OF THE STATE OF CALIFORNIA**

and]

**BOARD OF STATE AND COMMUNITY CORRECTIONS
OF THE STATE OF CALIFORNIA**

and

[ENTER COUNTY NAME]

Effective Date of **[MONTH] [DAY], 20[YEAR]**

**(FOR A [ENTER TYPE OF FACILITY] FACILITY
LOCATED IN THE COUNTY OF [ENTER COUNTY NAME])**

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FORM OF DOCUMENT

PROJECT DELIVERY AND CONSTRUCTION AGREEMENT
[ENTER PROGRAM NAME] FINANCING PROGRAM
(FOR A [ENTER TYPE OF FACILITY] FACILITY
LOCATED IN [ENTER COUNTY NAME] COUNTY)

This PROJECT DELIVERY AND CONSTRUCTION AGREEMENT (this “Agreement”) is entered into as of [MONTH] [DAY], 20[YEAR], (the “Effective Date”) by and among the STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA (the “Board”), an entity of state government of the State of California (the “State”), [the DEPARTMENT OF CORRECTIONS AND REHABILITATION OF THE STATE OF CALIFORNIA (the “Department”), an entity of state government of the State,] the BOARD OF STATE AND COMMUNITY CORRECTIONS OF THE STATE OF CALIFORNIA (the “BSCC”), an entity of state government of the State, and the COUNTY OF [ENTER COUNTY NAME] (the “Participating County”), a Political Subdivision of the State. For purposes of this Agreement, the Board, the Department, the BSCC and the Participating County are referred to collectively as the “Parties,” and individually as a “Party.” The Board[, the Department] and the BSCC are referred to collectively herein, as the “Agencies” and individually as an “Agency.”

WHEREAS, pursuant to [ENTER STATUTE] (the “Law”), the Board is authorized to finance the acquisition, design and construction of a [ENTER TYPE OF FACILITY] facility approved by the BSCC pursuant to Section [ENTER SECTION] of the California Government Code (the “[ENTER PROGRAM NAME] Financing Program”); and

WHEREAS, pursuant to California Code of Regulations Title 15, Division 1, Chapter 1, Subchapter [ENTER SUBCHAPTER] and this Agreement and other agreements relating to this Project, the cost of certain design and construction activities will be eligible for reimbursement under the [ENTER PROGRAM NAME] Financing Program; and

WHEREAS, the Participating County has proposed to build or renovate a [ENTER TYPE OF FACILITY] facility, as more particularly described in **Exhibit A** attached hereto (the “Project”), to be located at [ENTER PHYSICAL ADDRESS], real property controlled by the Participating County through fee-simple ownership (the “Site”); and

WHEREAS, the Participating County intends to lease the Site to the [ENTER “Department” OR “BSCC”] pursuant to a Ground Lease in substantially the form attached hereto as **Exhibit B** (the “Ground Lease”) executed by and between the Participating County and the [ENTER “Department” OR “BSCC”] and consented to by the Board; and

WHEREAS, the [ENTER “Department” OR “BSCC”], as lessee under the Ground Lease, and the Participating County intend to enter a Right of Entry for Construction and Operation (the “Right of Entry”) in substantially the form attached hereto as **Exhibit C** concurrently with the execution of the Ground Lease authorizing the Participating County to enter the Site for the purpose of constructing the Project on the Site and for operation of the Project upon substantial completion of construction (the Site and the Project, collectively, the “Facility”), as more particularly described herein; and

WHEREAS, concurrently with the execution of this Agreement, the BSCC and the

Participating County, with the consent of the Board[and the Department], intend to enter into an agreement to assist in complying with BSCC's rules and regulations concerning jail construction for the [ENTER PROGRAM NAME] Financing Program (the "BSCC Agreement"); and

WHEREAS, the Board intends to oversee and issue lease revenue bonds for the Project, subject to satisfaction of certain conditions and requirements of the Board, including but not limited to establishment of Project scope, cost and schedule; approval of preliminary plans; involvement in working drawings approval and authorization for the Participating County to request construction bids; requesting actions to be taken to obtain one or more interim loans in connection with the Project (the "Interim Loan") and, subject to section 1.3 below, the Board intends to issue and sell its lease revenue bonds to repay the Interim Loan and provide additional financing for the Project, as necessary (the "Bonds"); and

WHEREAS, prior to authorization by the Board of actions to be taken to provide for the Interim Loan, the [ENTER "Department" OR "BSCC"] shall have certified to the Board that the Participating County is a participating county as required by Section [ENTER SECTION] of the California Government Code and the BSCC shall have approved the Project in accordance with Section [ENTER SECTION] of the California Government Code; and

WHEREAS, an Interim Loan for the Project may be made pursuant to Sections 16312 and 16313 of the California Government Code (Pooled Money Investment Board loans), Section 15849.1 of the California Government Code (General Fund loans), and/or any other appropriate source in an amount or amounts, which in the aggregate do not exceed the Maximum State Financing (as hereinafter defined); and

WHEREAS, the agent for sale for all Board bonds is the State Treasurer; and

WHEREAS, concurrently with the issuance of the Bonds, the [ENTER "Department" OR "BSCC"], as lessee under the Ground Lease, intends to enter into a Site Lease whereby the [ENTER "Department" OR "BSCC"], as lessor, shall lease the Site to the Board, as lessee (the "Site Lease"); and

WHEREAS, concurrently with the execution of the Site Lease, the Board, as lessee under the Site Lease, intends to enter into a Facility Lease whereby the Board, as lessor, shall lease the Facility to the [ENTER "Department" OR "BSCC"], as lessee (the "Facility Lease"); rental payments under the Facility Lease shall secure the payment of principal of and interest on the Bonds; and

WHEREAS, concurrently with the execution of the Facility Lease, the [ENTER "Department" OR "BSCC"], as lessee under the Facility Lease, and the Participating County intend to enter a Facility Sublease in substantially the form attached hereto as **Exhibit D**, whereby the [ENTER "Department" OR "BSCC"], as sublessor, shall lease the Facility to the Participating County, as sublessee (the "Facility Sublease"), for its use, operation and maintenance; and

WHEREAS, in the event the Board is unable to issue the Bonds to finance the Project and the Interim Loan has been provided, the [ENTER "Department" OR "BSCC"] shall commit a sufficient amount of its annual support appropriation to repay the Interim Loan and any other

interim financing costs associated with the Interim Loan.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements of the Parties set forth herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE 1

GENERAL

1.1 General Covenants, Acknowledgements and Agreements of the Parties.

(a) The Parties hereto acknowledge and agree that an authorization by the Board to request the Interim Loan and the issuance of the Bonds by the Board is done in reliance upon, among other things, the promise of the relevant Parties to execute, deliver and perform their respective obligations, as applicable, under the Site Lease, the Facility Lease, the Facility Sublease, a Tax Agreement and Certificate in a form satisfactory to the Board to be executed in connection with the issuance of the Bonds (the "Tax Certificate"), a Continuing Disclosure Agreement in a form satisfactory to the Board to be executed in connection with the issuance of the Bonds (the "Continuing Disclosure Agreement") and all related certificates, agreements or other documents, including an indenture and supplemental indenture, if any, authorizing the Bonds that the Chair or Executive Director of the Board or a duly authorized designee thereof may deem necessary or desirable to effectuate the sale of the Bonds. Such indenture, supplemental indenture, if any, the Site Lease, the Facility Lease, the Facility Sublease, the Tax Certificate and the Continuing Disclosure Agreement, are collectively referred to herein as the "Bond Documents."

(b) The Parties accept and agree to comply with, to the extent respectively applicable to them, all terms, provisions, conditions, and commitments of this Agreement, the Project Documents (as hereinafter defined) and the Bond Documents, including all incorporated documents, and that they will do and perform all acts and things permitted by law to effectuate the issuance of the Bonds.

(c) The Participating County[, the Department] and the BSCC agree and acknowledge that the Project is subject to approval and oversight by the Board and the State Department of Finance ("Finance") consistent with the policies and laws governing the expenditure of a State capital outlay appropriation.

1.2 Approvals, Consents and Actions Necessary to Maintain Eligibility in the [ENTER PROGRAM NAME] Financing Program. The Participating County acknowledges its eligibility for Project financing pursuant to the [ENTER PROGRAM NAME] Financing Program is subject to and contingent upon the following approvals, consents and actions by the Board and Finance;

(a) A determination by the Board that the Site meets the standard requirements for a site being leased in connection with the issuance by the Board of its lease revenue bonds;

(b) A determination by the Board that the Participating County match as set forth in Article 3 has been satisfied as required by the Law and the source of the Cash (hard) Match (as hereinafter defined) and any associated security or terms related thereto has been determined by the Board to be compatible with the financing of the Project pursuant to the [ENTER PROGRAM NAME] Financing Program;

(c) The Board has established the scope, cost and schedule for the Project consistent with the Participating County's initial proposal submitted to the BSCC and the Participating County has agreed that the Project shall be constructed and completed in accordance with such Project scope, cost and schedule established by the Board, except to the extent any modifications thereof may be approved by the Board through the State's standard capital outlay process;

(d) The Board has approved the Ground Lease, the Right of Entry and the Facility Sublease;

(e) Both the Board and Finance have approved the Preliminary Plans for the Project. As used herein "Preliminary Plans" shall mean a site plan, architectural floor plans, elevations, outline specifications, and a cost estimate, for each utility, site development, conversion, and remodeling project, the drawings shall be sufficiently descriptive to accurately convey the location, scope, cost, and the nature of the improvement being proposed;

(f) Finance has approved the Working Drawings for the Project and authorized the Participating County to proceed with soliciting competitive bids for construction of the Project. As used herein "Working Drawings" shall mean a complete set of plans and specifications showing and describing all phases of a project, architectural, structural, mechanical, electrical, civil engineering, and landscaping systems to the degree necessary for the purposes of accurate bidding by contractors and for the use of artisans in constructing the project;

(g) The [ENTER "Department" OR "BSCC"] has provided the Board the certification required by Section [ENTER SECTION] of the California Government Code, which certification the [ENTER "Department" OR "BSCC"] intends to provide upon satisfaction of the required statutory and regulatory conditions;

(h) The Board has adopted a Resolution authorizing steps be taken to seek the Interim Loan together with declaring its intent to reimburse any such Interim Loan with the proceeds from the Bonds;

(i) A determination by the Board that it will receive with respect to the Bonds the normal and customary opinions and certificates delivered in connection with an issuance of lease revenue bonds by the Board; and

(j) The sale of the Bonds.

1.3 [ENTER PROGRAM NAME] Lease Revenue Bond Financing. State financing for the [ENTER PROGRAM NAME] Financing Program is predicated on the Board's ability to issue Bonds for the Project. The Board, acting in good faith, intends to authorize the request for

the Interim Loan and, subject to approvals, consents, and actions set forth in section 1.2, to issue Bonds for the Project. The Agencies will make reasonable and good faith efforts to assist in gaining assurance that the Site, the Project, the Participating County's ultimate use of the Project and the Cash (hard) Match (as hereinafter defined) are developed and implemented in such a way to facilitate the financing of the Project through the issuance and sale of the Bonds.

Prior to the Board's authorization to request the Interim Loan, the [ENTER "Department" OR "BSCC"] shall have certified to the Board that the Participating County is a participating county as required by Section [ENTER SECTION] of the California Government Code and the BSCC shall have approved the design and construction of the Project in accordance with Section [ENTER SECTION] of the California Government Code.

Notwithstanding the Board's good faith efforts to authorize and provide financing for the Project, the State (including without limitation the Board[, the Department,] and the BSCC) shall not be obligated to issue Bonds for the Project or authorize the Interim Loan request upon the Board's good-faith determination that such financing is not feasible or appropriate, based upon any one or more of the following factors: the lack of suitability of the Project's configuration or site for lease revenue bond financing, local funding that is incompatible with the issuance of lease revenue bonds by the Board, adverse market conditions, adverse outcomes to legal challenges, inability to obtain access to the financial markets or inability to obtain reasonable rates, inability to receive opinions and certificates customarily delivered in connection with the issuance of lease revenue bonds, or another occurrence or state of affairs that would make it objectively infeasible or inappropriate for the Board to issue Bonds or authorize the Interim Loan request.

In the event the Board determines that it is not feasible or appropriate to issue Bonds or to authorize the Interim Loan request, the Participating County is not entitled to receive the Maximum State Financing (as hereinafter defined) or other State funding for the Project, and shall not receive reimbursement from the State for any Project costs. However, in the event the Board is unable to issue the Bonds to finance the Project and the Interim Loan has been provided, the [ENTER "Department" OR "BSCC"] shall commit a sufficient amount of its annual support appropriation to repay the Interim Loan and any other interim financing costs associated with the Interim Loan and all associated costs.

1.4 The [Department and the]BSCC Act as Liaison of the Board and Finance to the Participating County. The Parties hereto acknowledge that obtaining the approvals and consents of the Board and/or Finance and the provision of documents to the Board and/or Finance as set forth in this Article I and otherwise herein shall be a responsibility of [the Department and]the BSCC. The [Department and the]BSCC will act as liaisons between the Participating County and the Board and Finance, and on their own behalf and behalf of the Board and Finance, will work with the Participating County to obtain such consents and approvals, and to provide such documents to the Board and Finance, as applicable.

1.5 Representations and Warranties of the Participating County.

(a) Under the provisions of the State Constitution, the applicable State statutes, and applicable jurisprudence of the State, the Participating County has the power to enter into this Agreement, to be bound hereby, to consummate the transactions contemplated

hereby and to perform its obligations hereunder.

(b) The Participating County has taken all actions and has obtained all consents necessary to enable the Participating County to enter into this Agreement, to be bound hereby, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

(c) The person executing and delivering this Agreement on behalf of the Participating County has been duly authorized and empowered to do so.

(d) The execution and delivery of this Agreement on behalf of the Participating County will bind and obligate the Participating County to the extent provided by the terms hereof.

(e) There exists no litigation or other proceeding pending or threatened against the Participating County that, if determined adversely, would materially and adversely affect the ability of the Participating County to consummate the transactions contemplated hereby or to perform its obligations hereunder.

(f) The execution and delivery of this Agreement and the Ground Lease, the Right of Entry, the BSCC Agreement and the Facility Sublease, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or material breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Participating County is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Participating County, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Agreement, the Ground Lease, the Right of Entry, the BSCC Agreement or the Facility Sublease, or the financial condition, assets, properties or operations of the Participating County.

1.6 Representations and Warranties of the Board.

(a) Under the provisions of the State Constitution, the applicable State statutes, and applicable jurisprudence of the State, the Board has the power to enter into this Agreement, to be bound hereby, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

(b) The Board has taken all actions and has obtained all consents necessary to enable the Board to enter into this Agreement, to be bound hereby, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

(c) The person executing and delivering this Agreement on behalf of the Board has been duly authorized and empowered to do so.

(d) The execution and delivery of this Agreement on behalf of the Board will bind and obligate the Board to the extent provided by the terms hereof.

(e) There exists no litigation or other proceeding pending against the Board (with service of process having been accomplished) that, if determined adversely, would materially and adversely affect the ability of the Board to consummate the transactions contemplated hereby or to perform its obligations hereunder.

1.7 Representations and Warranties of the [Department and the]BSCC.

(a) Under the provisions of the State Constitution, the applicable State statutes, and applicable jurisprudence of the State, the [Department and the]BSCC each have the power to enter into this Agreement, to be bound hereby, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

(b) The [Department and the]BSCC have each taken all actions and have obtained all consents necessary to enable the [Department and the]BSCC to enter into this Agreement, to be bound hereby, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

(c) The persons executing and delivering this Agreement on behalf of the [Department and the]BSCC have been duly authorized and empowered to do so.

(d) The execution and delivery of this Agreement on behalf of the [Department and the]BSCC will bind and obligate the [Department and the]BSCC to the extent provided by the terms hereof.

(e) There exists no litigation or other proceeding pending against the [Department or the]BSCC (with service of process having been accomplished) that, if determined adversely, would materially and adversely affect the ability of the [Department or the]BSCC to consummate the transactions contemplated hereby or to perform its obligations hereunder.

(f) The execution and delivery of this Agreement and the Ground Lease, the Right of Entry, the Site Lease, the Facility Lease, the BSCC Agreement and the Facility Sublease, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the [Department or the]BSCC is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the [Department or the]BSCC, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Agreement, the Ground Lease, the Right of Entry, the BSCC Agreement or the Facility Sublease, or the financial condition, assets, properties or operations of the [Department or the]BSCC.

1.8 Compliance with Terms and Conditions of the Project Documents. The Parties agree to comply with all terms and conditions relating to the respective Party of this Agreement, the BSCC Agreement, the Ground Lease, the Right of Entry and all exhibits and schedules attached hereto and thereto relating to the Party (collectively, the “Project Documents”), as well as all applicable laws including, without limitation, the Law and those laws, regulations and guidelines set forth in the BSCC Agreement.

1.9 Conflicts Between Terms of Documents. In the event of any inconsistency in the Project Documents, except as otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1) this Agreement; 2) the Ground Lease, 3) the BSCC Agreement and all exhibits and schedules attached thereto, and 4) the Right of Entry. In the event the Bonds are issued, any inconsistency between the Project Documents and the Bond Documents shall be resolved by giving precedence to the Bond Documents. To the extent the Parties mutually agree that a provision of a particular document should control with respect to an inconsistency between that document and another document or documents, notwithstanding the other provisions of this section, such provision shall control.

1.10 Indemnity. As required by Section [ENTER SECTION] of the California Government Code, the Participating County hereby agrees to indemnify, defend and save harmless the State, including but not limited to the Board[, the Department] and the BSCC, and each of their respective officers, governing members, directors, officials, employees, subcontractors, consultants, and agents (collectively, “Indemnitees”) for any and all claims and losses arising at any time out of the acquisition, design, construction, operation, maintenance, use and occupancy of the Project. The Participating County shall not be obligated to provide indemnity or defense where the claim arises out of the active negligence or willful misconduct of the Indemnitees. These obligations shall survive any termination of this agreement.

1.11 Assignment or Subletting of the Facility.

(a) *Assignment of Rights and Interest under this Agreement.* Except as otherwise contemplated hereunder, the Participating County may not sublicense, assign, or otherwise confer upon any other person or entity its rights or interests under this Agreement, nor may the Participating County delegate any of its duties or responsibilities required by this Agreement, whether by operation of law or otherwise, without the express, prior written consent of the Agencies, the rights and obligations hereunder imposed being personal to the Participating County.

(b) *Assignment or Subletting of the Facility.* The Participating County and the [ENTER “Department” OR “BSCC”] hereby covenant and agree that none of the Ground Lease, the Facility Lease or the Facility Sublease nor any interest of such Parties thereunder shall be sold, mortgaged, pledged, assigned, or transferred by the Parties thereto by voluntary act or by operation of law or otherwise; provided, however, that the Facility may be subleased in whole or in part by the Participating County with the prior written consent of the [ENTER “Department” OR “BSCC”] and the Board to the form and substance of such sublease, which consent shall not be unreasonably withheld, and, provided further that, any such sublease shall be subject to the following conditions:

(i) Any sublease of the Facility by the Participating County shall

explicitly provide that such sublease is subject to all rights of the [ENTER "Department" OR "BSCC"] and the Board under the Facility Sublease, including, the right to re-enter and re-let the Facility or terminate such lease upon a default by the Participating County; and

(ii) At the request of the [ENTER "Department" OR "BSCC"] or the Board, the Participating County shall furnish the [ENTER "Department" OR "BSCC"], the Board and the State Treasurer with an opinion of nationally-recognized bond counsel acceptable to the Board to the effect that such sublease will not, in and of itself, cause the interest on the Bonds to be included in gross income for federal income tax purposes.

(c) *Restrictions on Private Use of the Facility.* The Participating County acknowledges that its ability to assign or sublet the Facility is subject to the provisions of section 6.1.2 hereof.

1.12 Relationship of the Parties. The Parties hereto acknowledge and agree that, to the extent expressly provided in this Agreement, the relationship of the Participating County to the Agencies is that of an agent to the Agencies and that the Participating County is principally responsible for the acquisition, design, construction, maintenance, and operation of the Project. Other than as set forth herein, nothing in this Agreement shall create between the Participating County and any of the Agencies the relationship of joint venturers, partners or any other similar or representative relationship, and the Participating County shall not hold itself out as an agent (except as expressly provided herein), representative, partner, member or joint venturer of the Agencies. The Participating County shall not make for or on behalf of the Agencies, or subject the Agencies to, any contract, agreement, warranty, guaranty, representation, assurance or other obligation, which has not been approved in advance in writing by the applicable Agency. This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and assigns, and no third party (including without limitation the owners of the Bonds) is intended to or shall have any rights hereunder.

ARTICLE 2

TERM AND TERMINATION OF AGREEMENT

2.1 Term of Agreement. This Agreement shall commence on the Effective Date and shall terminate upon the later of (i) completion of the construction of the Project or (ii) if the Board issues the Bonds, execution and delivery of the Facility Sublease, unless terminated earlier as provided in section 2.2. The provisions of certain sections hereof as indicated by the express terms thereof will survive termination of this Agreement.

2.2 Termination of Agreement.

(a) *Termination by the State.* The [Department or the]BSCC, with the consent of the Board, or the Board may terminate this Agreement in the event any of the following occurs:

(i) The Participating County's breach of a material term of this Agreement, any Project Document or any Applicable Laws (as defined in the BSCC Agreement) provided the Participating County has not cured such breach in all respects within thirty (30)

days from notice of said breach, which cure period may be extended for a reasonable time with the consent of the Agencies if the Participating County demonstrates that such additional time is required to cure such breach in a diligent and commercially reasonable manner;

(ii) Substantive alteration of the Board approved scope, cost or schedule for the Project as set forth in **Exhibit A** without the prior written approval of the Board;

(iii) Failure to execute the Ground Lease or the Right of Entry;

(iv) Failure to provide the Participating County Funding (as hereinafter defined) when and as required under this Agreement, the Law or any Project agreement to which the Participating County is a party;

(v) In the event the Board determines the Participating County is no longer eligible for Project financing under the [ENTER PROGRAM NAME] Financing Program as set forth in section 1.2 hereof; or

(vi) Termination of the BSCC Agreement as provided for in Article 1, Section C of the BSCC Agreement.

(b) *Termination by the Participating County.* The Participating County may, prior to the State providing any amount of financing, terminate this Agreement in the event any of the following occurs:

(i) The State's breach of a material term of this Agreement, any Project Document or any Applicable Laws (as defined in the BSCC Agreement) provided the State has not cured such breach in all respects within thirty (30) days from notice of said breach, which cure period may be extended for a reasonable time with the consent of the Participating County if the State demonstrates that such additional time is required to cure such breach in a diligent and commercially reasonable manner;

(ii) Failure of the State to execute the Ground Lease or the Right of Entry;

(iii) In the event the Board determines the Participating County is no longer eligible for Project financing under the [ENTER PROGRAM NAME] Financing Program as set forth in section 1.2 hereof.

(c) *Agreement.* The Parties may terminate this Agreement by mutual agreement. The Agencies agree to terminate this agreement in the event that the Participating County determines it cannot proceed with the Project after initial construction bids are received, but before any construction contract is awarded.

(d) *Notice of Termination.* Prior to terminating this Agreement under the provisions of this Article 2, the Parties shall provide to each other, as applicable, at least thirty (30) calendar days written notice, stating the reason(s) for termination and effective date thereof.

(e) *No Impairment.* Nothing in this Article 2 in any way alters or limits the

authority of the Agencies to withhold all or a portion of the Maximum State Financing (as hereinafter defined) in accordance with law or otherwise as permitted hereunder or any other right or remedy available to the State at law or in equity for breach of this Agreement.

ARTICLE 3

COST SHARING OF THE PROJECT

3.1 Financing Eligibility of the Project.

(a) *General.* Subject to the terms and provisions hereof, the costs for design and construction of the Project shall be shared by the State and the Participating County with the State providing financing up to a maximum of _____ dollars (\$_____) (“Maximum State Financing”) and the Participating County providing the Cash (hard) Match (as hereinafter defined) funding and the In-Kind (soft) Match (as hereinafter defined) funding (collectively, the “Participating County Funding” and together with other Participating County-borne project costs not included as the Participating County Funding and the Maximum State Financing, the “Total Project Costs”). Provided, however, that the Board may provide all or a portion of the Maximum State Financing for Project costs at its discretion as set forth herein. The sources for the Maximum State Financing shall be limited to the proceeds of the Interim Loan, and the proceeds of the Bonds. If Bonds are issued and sold, the proceeds will be used to repay the Interim Loan and to provide additional financing for the Project as appropriate. If the Bonds are issued and sold, in no event or circumstance shall the State or the Agencies be obligated to pay the Participating County under this Agreement or any other Project Document any amount in excess of the Maximum State Financing.

(b) *Cash (hard) Match.* Subject to all terms and provisions of this Agreement, the Participating County agrees to appropriate and spend cash (hard) matching funds for the Project as provided in the BSCC Agreement (“Cash (hard) Match”). **Exhibit E-1** is a detailed description of and certification related to the source or sources of the Cash (hard) Match and any associated security or terms related thereto as approved by the Agencies, which detail and assurance of has been deemed sufficient by the Board to determine that the use of such funds as the Cash (hard) Match is compatible with the financing of the Project pursuant to the [ENTER PROGRAM NAME] Financing Program. Any modifications to the source or sources of the Cash (hard) Match or the associated security and terms related thereto as described in **Exhibit E-1** must be approved by the Agencies. The Participating County shall ensure that all Cash (hard) Match is encumbered prior to Finance approval of proceeding to bid the Construction Contract (as hereinafter defined).

(c) *In-Kind (soft) Match.* Subject to all terms and provisions of this Agreement, the Participating County agrees to provide in-kind (soft) match for the Project as provided in the BSCC Agreement (“In-kind (soft) Match”). The Participating County has provided in **Exhibit E-2** a detailed description of the In-kind (soft) Match for the Project as approved by the Agencies. Any modifications to the In-kind (soft) Match as described in **Exhibit E-2** must be approved by the Agencies.

3.2 Excess Project Costs. In no event shall any Project scope, cost, budget or schedule changes be authorized by the Participating County which would cause the amount of

Total Project Costs to be exceeded unless the Participating County covenants to fund such excess with lawfully available funds and the Participating County first obtains the consent of the Agencies. The Participating County is solely responsible for any and all cost, expenses or fees of the Project which exceed the Maximum State Financing and the Participating County covenants to use its best efforts to promptly appropriate sufficient amounts to cover such cost, expenses or fees. The Participating County waives any and all claims against any of the Agencies or the State in the event that Total Project Costs exceed the amount initially established by the Board.

3.3 Project Cost Savings. To the extent there exists Project cost savings during the Project the amount of such savings shall be applied first to the Participating County to the extent the Participating County has identified Participating County Funding in an amount more than required by the Applicable Laws (as defined in the BSCC Agreement). Thereafter, cost savings shall be shared by the State and the Participating County on a pro rata basis determined by the percentage of the total amount of Project costs financed by the State and the Participating County Funding, respectively. However, in no case may savings be applied to the Participating County that would (1) result in the State providing financing for activities other than eligible design and construction costs; or (2) result in the Participating County contributing less than the percentage of Total Project Costs required by the Applicable Laws.

ARTICLE 4

PROJECT SCOPE, COST AND SCHEDULE

4.1 The Project. See **Exhibit A** for a description of the scope, cost and schedule of the Project, including a narrative description of the Project, budgeted costs related to the Project and a schedule for completion of design and construction of the Project.

4.2 Modification of Project Scope, Cost or Schedule. No substantial change or other substantial modifications to the Project scope, cost or schedule may be made by the Participating County without prior written permission of Finance and recognition by the Board (“Scope Change”). Minor modifications to the project do not require Finance approval and Board recognition, but must be documented and reported on routine progress reports to the BSCC as set forth in the BSCC Agreement. Without limiting the foregoing, the Participating County shall notify the [Department and the]BSCC, and the [ENTER “Department” OR “BSCC”] shall in turn notify Finance and the Board upon any of the following events or circumstances that may constitute a Scope Change:

- (a) More than minor changes which affect the design, project configuration, cost or schedule of the Project;
- (b) A delay or change in the substantial completion or final completion dates for the Project;
- (c) A more than minor change to the design, location, size, capacity or quality of major items of equipment;
- (d) A change in approved budget categories, or movement of dollars between budget categories as indicated in the Board approved scope cost and schedule as identified in

Exhibit A.

As used herein “substantial” is as defined in Section 6863 of the State Administrative Manual. As used herein a minor change is any change which does not rise to the level of a substantial change as defined in Section 6863 of the State Administrative Manual. Finance shall determine whether any reported event or circumstance requires its approval and recognition or other formal action by the Board.

The Participating County agrees that it will give prompt notification in writing to the [Department and the]BSCC of the occurrence of any of the above events and promptly report, in writing, to the [Department and the]BSCC any modifications to the Construction Contract (as hereinafter defined) with respect to the Project. The [ENTER “Department” OR “BSCC”] will provide the aforementioned notices and reports to the Board. The Participating County agrees further that, for purposes of the immediately preceding clause (a) and (c), if unsure whether a particular change is minor it will discuss the appropriate characterization with the [Department and the]BSCC.

4.3 Excess Project Costs. In no event shall any scope, cost or budget changes be authorized which would cause the amount of Total Project Costs to be exceeded unless the Participating County covenants to fund such excess with lawfully available funds and with the consent of the Agencies and so appropriates such funding.

ARTICLE 5

BIDDING AND CONSTRUCTION PHASE OF THE PROJECT

5.1 Construction Covenant of the Participating County. The Participating County acting as agent of the Board and the [ENTER “Department” OR “BSCC”], hereby covenants and agrees to provide and perform or cause to be performed all activities required to acquire, design and construct the Project on behalf of the Board in accordance with the Participating County’s established policies and procedures for the design and construction of major capital projects such as the Project. The Participating County shall be responsible to contract for all pre-design, design and construction services, and shall manage the day-to-day design and construction of the Project. The Participating County shall cause the design and construction of the Project to be consistent with the requirements, limitations, and other terms of this Agreement, the other Project Documents, the Law and all Applicable Laws. The Participating County shall also manage all aspects of the development and construction of the Project in accordance with the Project Documents.

5.2 Procurement and Enforcement of Construction Contract. The Participating County shall follow and adhere to all pertinent bidding rules and policies applicable to Participating County capital projects of this type and size. If there is an ambiguity as to the applicability of certain contracting rules and/or policies to the Project, the Participating County will seek advice from its counsel, follow that advice and use its best efforts to enforce the general construction contract (the “Construction Contract”) between the Participating County and the contractor selected by the Participating County.

5.3 Completion of the Project. The Participating County acknowledges it is obligated

to undertake and complete the design and construction of the Project in compliance with all of the applicable terms and conditions of the Project Documents and the Participating County agrees to use its best efforts to cause the completion of design and construction of the Project in compliance with the applicable terms and conditions of such documents. The Participating County agrees to complete the Project in accordance with this Agreement and consistent with the scope, cost and schedule established by the Board and attached hereto in **Exhibit A**, as such scope, cost and schedule may be modified with the approval of Finance and the recognition of the Board.

5.4 Project Access. To the extent not inconsistent with the Bond Documents, at all times during design and construction of the Project and after final completion, the Participating County shall provide to employees, subcontractors, and consultants of the Agencies reasonable unrestricted access to observe, monitor and inspect the Project. The Agencies' access to observe, monitor and inspect shall include the right to review all documents and files relating to the Project, as well as construction on the Site, including all tests and inspections relating to design or construction of the Project.

5.5 Insurance.

(a) Insurance Obligations of the Participating County.

(i) Requirements during construction. Not later than the start of construction, and continuing through completion of construction of the Project, the Participating County, at its own cost and expense, shall secure and maintain or cause to be secured and maintained (i) fire, lightning and extended coverage insurance on the Project, which initially may be in the form of a builder's risk policy providing coverage in an amount not less than the construction costs expended for the Project and, if no builder's risk insurance is in effect, shall be in the form of a commercial property policy in an amount equal to one hundred percent (100%) of the then current replacement cost of the Project, excluding the replacement cost of the unimproved real property constituting the Site (except that such insurance may be subject to a deductible clause not to exceed [five hundred thousand dollars (\$500,000) or two million five hundred thousand dollars (\$2,500,000)] for any one loss), and (ii) earthquake insurance (if such insurance is available on the open market from reputable insurance companies at a reasonable cost) on any structure comprising part of the Project in an amount equal to the full insurable value of such structure or the amount of the attributable portion of the Interim Financing, whichever is less (except that such insurance may be subject to a deductible clause not to exceed [five hundred thousand dollars (\$500,000) or two million five hundred thousand dollars (\$2,500,000)] for any one loss). The extended coverage endorsement shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, vandalism and malicious mischief and such other hazards as are normally covered by such endorsement.

If such policy is expected to expire in accordance with its terms prior to execution of the Facility Sublease, the Participating County shall give written notice to the Agencies forty-five (45) days prior to the expected expiration date.

(ii) Requirements after construction completion. The Participating County, at its own cost and expense, shall secure and maintain or cause to be secured and maintained from an insurance company or companies approved to do business in the State and maintain after

completion of construction and/or when placing the Project in operation, the following insurance coverage for the Project:

a. General liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence. Evidence of such insurance shall be on a General Liability Special Endorsement form and should provide coverage for premises and operations, contractual, personal injury and fire legal liability;

b. By signing this Agreement, the Participating County hereby certifies that it is aware of the provisions of Section 3700, *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply, and it will cause its subtenants and assignees to comply, with such provisions at all such times as they may apply during the term of this Agreement.

c. Auto insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles or coverage for any auto.

(iii) Additional Insureds. The Participating County agrees that the Board[, the Department,] and the BSCC and their respective officers, agents and employees shall be included as additional insured in all insurance required herein.

(iv) Insurance Certificate. Any and all insurance policies related to the Project shall name the Board and the [ENTER "Department" OR "BSCC"] as additional insured parties and the Participating County shall deliver to the Agencies a certificate or certificates of insurance authorized by the insurers describing the insurance coverage and stating that it is in full force and effect.

(v) Self-Insurance. Notwithstanding any other provision of this Section, the Participating County may satisfy the insurance obligations hereunder by a combination of commercial insurance, formal risk pooling under the statutory provisions of the State, and/or a self-funded loss reserve in whatever proportions are deemed appropriate by the Participating County. The Participating County shall furnish the Agencies with a certificate or other written evidence of the Participating County's election to provide or cause to be provided all or part of its coverage under a risk pooling, risk retention, or self-insurance program or any combination thereof.

(b) Insurance Obligations of the [ENTER "Department" OR "BSCC"]. If the insurance required in (a)(i) expires in accordance with its terms prior to execution of the Facility Sublease, the [ENTER "Department" OR "BSCC"] shall, at its own cost and expense, procure and maintain or cause to be procured and maintained (i) property casualty insurance in an amount equal to one hundred percent (100%) of the then current replacement cost of the Project, excluding the replacement cost of the unimproved real property constituting the Site (except that such insurance may be subject to a deductible clause not to exceed [five hundred thousand dollars (\$500,000) or two million five hundred thousand dollars (\$2,500,000)] for any one loss), and (ii) earthquake insurance (if such insurance is available on the open market from reputable

insurance companies at a reasonable cost) on any structure comprising part of the Project in an amount equal to the full insurable value of such structure or the amount of the attributable portion of the Interim Financing, whichever is less (except that such insurance may be subject to a deductible clause not to exceed [five hundred thousand dollars (\$500,000) or two million five hundred thousand dollars (\$2,500,000)] for any one loss). The extended coverage endorsement shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, vandalism and malicious mischief and such other hazards as are normally covered by such endorsement. The property casualty insurance shall be in a form satisfactory and with carriers which are acceptable to the Board.

(c) Disposition of Insurance Proceeds. The Participating County agrees and acknowledges that the Board, in its sole discretion, may elect to use the proceeds of insurance procured pursuant to this Agreement to repay the Interim Loan and related costs. However, in the event of (i) damage or destruction of the Project caused by the perils covered by the insurance procured pursuant to this Agreement and (ii) if the Board elects to repay the Interim Loan and related costs, and (iii) if any insurance proceeds remain after the Interim Loan and related costs have been repaid, and (iv) such remaining insurance proceeds are distributed to the [ENTER "Department" OR "BSCC"], then the [ENTER "Department" OR "BSCC"] agrees to distribute such remaining proceeds to the Participating County.

ARTICLE 6

CERTAIN OBLIGATIONS POST PROJECT COMPLETION

6.1 Private Use of the Project.

6.1.1 *Provision of Information Regarding Private Use.* The Participating County acknowledges that under the terms of the Facility Sublease, a form of which is attached hereto as **Exhibit D**, the Participating County will covenant to provide updated information to the Board, the [ENTER "Department" OR "BSCC"] and the State Treasurer annually regarding private use, if any, of the Project.

6.1.2 *Restriction on Private Use of Bond Financed Project.* The Participating County acknowledges that under the terms of the Facility Sublease, a form of which is attached hereto as **Exhibit D**, the Participating County will covenant to restrict private use of the Project as required by the terms thereof.

6.2 No Liens. The Participating County acknowledges that except as permitted under the terms of the Facility Sublease, a form of which is attached hereto as **Exhibit D**, the Participating County will covenant not to allow any liens on the Facility.

ARTICLE 7

RECORD RETENTION

7.1 Establishment of Official Project File. The Participating County shall establish an official file for the Project (the "Official Project File"). The file shall contain adequate documentation of all actions that have been taken with respect to the Project, in accordance with

generally accepted government accounting principles and the requirements for record retention for capital projects constructed with the proceeds of tax exempt bonds. The Participating County will provide a copy of such file to the [ENTER "Department" OR "BSCC"] upon termination of this Agreement. The documents to be retained shall include, but is not limited to contracts, payment of invoices, transfer of funds and other related accounting records.

7.2 Preservation of Records. The Participating County agrees to protect records adequately from fire or other damage. When records are stored away from the Participating County's principal office, a written index of the location of records stored must be on hand and ready access must be assured. All the Participating County records contained in the Official Project File must be preserved for a minimum of three years after the last date on which no Bonds are outstanding. These records shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Agencies or designees, by state government auditors or designees, or by federal government auditors or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the relevant time period set forth in the third sentence of this paragraph, the related records must be retained until the completion of the action and resolution of all issues which arise from it if such date is later than the end of the afore-mentioned three-year period.

ARTICLE 8

MISCELLANEOUS

8.1 Entire Agreement. This Agreement constitutes and contains the entire agreement between the Parties hereto with respect to the transactions contemplated hereby and supersedes any prior oral or written understanding or agreement of the Parties with respect to the transactions contemplated hereby.

8.2 Amendment. The Parties may, by mutual agreement in writing, amend this Agreement in any respect.

8.3 Waiver. The Parties hereto may, from time to time, waive any of their rights under this Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the Party making such waiver.

8.4 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all of which when taken together shall constitute one and the same instrument, notwithstanding that all Parties have not signed the same counterpart hereof.

8.5 Headings. The article and section headings contained in this Agreement are inserted as a matter of convenience and shall not affect in any way the construction or terms of this Agreement.

8.6 Further Assurances. Each of the Parties shall execute such other instruments, documents and other papers and shall take such further actions as may be reasonably required or desirable to carry out the provisions hereof and to consummate the transactions contemplated

hereby.

8.7 Survival. The representations, warranties, covenants and agreements made herein or in any certificate or document executed in connection herewith shall survive the execution and delivery hereof or thereof, as the case may be, and all statements contained in any certificate or document delivered by any Party hereto shall be deemed to constitute a representation and warranty made herein by such Party.

8.8 Governing Law. The laws of the State shall govern this Agreement, the interpretation thereof and any right or liability arising hereunder. Any action or proceeding to enforce or interpret any provision of this Agreement shall be brought, commenced or prosecuted in the courts of the State located in the County of Sacramento. All parties expressly assert that Sacramento County is not a forum inconvenience.

8.9 Compliance with Laws. At all times during the performance of this Agreement by the Parties, they shall strictly comply with all applicable governmental, administrative and judicial laws, ordinances, rules, regulations, orders, covenants and findings, including, without limitation, all applicable environmental laws and regulations.

8.10 Partial Invalidity. If any provisions of this Agreement are found by any competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

8.11 Notices. All notices and other official communications between the Parties shall be in writing and shall be given by hand delivery or by recognized overnight courier who maintains verification of delivery (deemed to be duly received on the date delivered), or by registered mail, postage prepaid, return receipt requested (deemed to be duly received five (5) days after such mailing) or by telecopy (deemed to be received on the date sent providing that the facsimile was properly addressed and disclosed the number of pages transmitted on its front sheet and that the transmission report produced indicates that each of the pages of the facsimile was received at the correct facsimile number) to each of the respective Parties as follows:

If to the Board: State Public Works Board
915 L. St., 9th Floor
Sacramento, CA 95814
Attention: Executive Director
Facsimile: 916-449-5739

[If to the Department: California Department of Corrections and Rehabilitation
9838 Old Placerville Road, Suite B
Sacramento, CA 95827
Attention: Deputy Director, Facility Planning, Construction and
Management
Facsimile: 916-322-5717]

If to the BSCC: Board of State and Community Corrections
600 Bercut Dr.
Sacramento, CA 95811
Attention: Executive Director
Facsimile: 916-327-3317

If to the Participating County: County of [ENTER COUNTY NAME]
[ENTER STREET ADDRESS]
[ENTER CITY, STATE AND ZIP CODE]
Attention: [ENTER POSITION TITLE]
Facsimile: [ENTER FAX NUMBER]

or to such other address or number for any of the Parties hereto as may from time to time be designated by notice given by such Party to the other Parties in the manner hereinabove provided.

8.12 Force Majeure. None of the Parties shall be liable or responsible for any delay or failure resulting from (and the times for performance by the Parties hereunder shall be extended by the duration of) causes beyond the control of, and without the fault or negligence of, such Party, including without limitation acts of God, acts of the public enemy, acts of war or terrorism, acts of the government or governmental or quasi-governmental agency or instrumentality, significant market disruptions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, civil commotion, casualties, embargoes, severe or inclement weather beyond that usually encountered in [ENTER COUNTY NAME] County, California, shortages in labor or materials, or similar cause.

8.13 Exculpation. Notwithstanding anything to the contrary contained in this Agreement, in any Bond Document, Project Document or other certificate, agreement, document or instrument executed in connection with the [ENTER PROGRAM NAME] Financing Program, the liability of the Board hereunder shall be limited to and satisfied solely out of proceeds of the Interim Loan, if any, or the Bonds, if any, permitted to be used for such purpose. Except as provided above, the Participating County shall not have the right to obtain payment from the Agencies or from any other assets of the Agencies. The Participating County shall not enforce the liability and obligation of the Agencies to perform and observe the obligations contained in this Agreement, or any other documents delivered in connection herewith in any action or proceeding wherein a money judgment in excess of the available proceeds of the foregoing sources shall be sought against the Agencies.

8.14 Benefits of this Agreement Limited to the Parties. Except for the Parties to this Agreement, nothing contained in this Agreement, expressed or implied, is intended to give to any person (including without limitation the owners of the Bonds) any right, remedy or claim under or by reason hereof. Any agreement or covenant required herein to be performed by or on behalf of any Party shall be for the sole and exclusive benefit of the other Parties to this Agreement.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement, either individually or by an authorized representative, on the day and year first set forth above.

STATE PUBLIC WORKS BOARD OF
THE STATE OF CALIFORNIA

By: _____
[Name]
[Executive Director or Deputy Director]

[DEPARTMENT OF CORRECTIONS AND
REHABILITATION OF THE STATE OF
CALIFORNIA]

By: _____
[Name]
[Title]

BOARD OF STATE AND COMMUNITY
CORRECTIONS OF THE STATE OF
CALIFORNIA

By: _____
[Name]
[Title]

COUNTY OF [COUNTY NAME]

By: _____
[Name]
[Title]

FORM OF DOCUMENT

EXHIBIT A

**PROJECT SCOPE, COST AND SCHEDULE DESCRIPTION{TC \L 0
"000000000001"}**

[Include narrative description of Project per Section 4.1]

FORM OF DOCUMENT

EXHIBIT B

FORM OF GROUND LEASE{TC \L 0 "0000000000001"}\}

FORM OF DOCUMENT

EXHIBIT C

**FORM OF RIGHT OF ENTRY FOR CONSTRUCTION AND OPERATION{TC \L 0
"0000000000001"}**

FORM OF DOCUMENT

EXHIBIT D

FORM OF FACILITY SUBLEASE{TC \L 0 "000000000001"}

FORM OF DOCUMENT

EXHIBIT E-1

DESCRIPTION OF PARTICIPATING COUNTY FUNDING {TC \L 0 "000000000001"}

Cash Contribution

**CERTIFICATE OF THE COUNTY OF [ENTER COUNTY NAME] REGARDING ITS
CASH (HARD) MATCH FOR THE [ENTER COUNTY NAME] COUNTY JAIL
PROJECT**

All capitalized terms not otherwise defined herein shall have the meaning given them in the Project Delivery and Construction Agreement.

WHEREAS, pursuant to [ENTER STATUTE] (the “Law”), the State Public Works Board (the “Board”) is authorized to finance the acquisition, design and construction of a [ENTER TYPE OF FACILITY] facility approved by the Board of State and Community Corrections (the “BSCC”) pursuant to Section [ENTER SECTION] of the California Government Code (the “[ENTER PROGRAM NAME] Financing Program”); and

WHEREAS, pursuant to California Code of Regulations Title 15, Division 1, Chapter 1, Subchapter [ENTER SUBCHAPTER], only the cost of certain design and construction activities are potentially eligible for reimbursement under the [ENTER PROGRAM NAME] Financing Program – acquisition, pre-design and other specified design and construction costs are not eligible; and

WHEREAS, the County of [ENTER COUNTY NAME] (the “Participating County”) has proposed to build a [ENTER TYPE OF FACILITY] facility, the [ENTER PROJECT NAME] project, (the “Project”), to be located at [ENTER PHYSICAL ADDRESS], real property controlled by the Participating County through fee-simple ownership (the “Site”); and

WHEREAS, pursuant to the Law, the Participating County is paying a portion of the costs of the Project (the “Cash (hard) Match”) as described in Exhibit 1; and

WHEREAS, the Board intends to assist in the oversight and financing of the Project, subject to satisfaction of certain conditions and requirements of the Board, and the Board may in its sole, reasonable discretion, issue lease revenue bonds for the Project (the “Bonds”); and

WHEREAS, the interests of both the Board and the Participating County require confirmation of certain facts and certain assurances concerning the Cash (hard) Match.

NOW, THEREFORE, the Participating County, acting through its duly authorized representative, does hereby represent, warrant and covenant as follows:

(A) *Lawfully Available Funds.* The Cash (hard) Match, as described in Exhibit 1, has been derived exclusively from lawfully available funds of the Participating County.

(B) Cash (hard) Match Is Legal and Authorized. The payment of the Cash (hard) Match for the Project (i) is within the power, legal right, and authority of the Participating County; (ii) is legal and will not conflict with or constitute on the part of the Participating County a material violation of, a material breach of, a material default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of the Participating County under the provisions of any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, installment sale agreement, contract, or other material agreement or instrument to which the Participating County is a party or by which the Participating County or its properties or funds are otherwise subject or bound, decree, or demand of any court or governmental agency or body having jurisdiction over the Participating County or any of its activities, properties or funds; and (iii) have been duly authorized by all necessary and appropriate action on the part of the governing body of the Participating County. The authorized representative of the Participating County executing this Certificate is fully authorized and empowered to take such actions for and on behalf of the Participating County.

(C) Governmental Consents. The execution, delivery, and performance by the Participating County of this certificate and the use of the Cash (hard) Match for certain costs of the Project do not require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority other than the Participating County in connection with the execution, delivery, and performance of this Certificate, the consummation of any transaction herein contemplated, or the offer, issue, sale, or delivery of the Bonds, except as shall have been obtained or made and as are now in full force and effect.

(D) No Prior Pledge. The Cash (hard) Match and the Project are not and will not be mortgaged, pledged, or hypothecated by the Participating County in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest by the Participating County. In addition, the Cash (hard) Match and the Project are not and will not be mortgaged, pledged, or hypothecated for the benefit of the Participating County or its creditors in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest in favor of the Participating County or its creditors. The Participating County shall not in any manner impair, impede or challenge the security, rights and benefits of the owners of the Bonds or the trustee for the Bonds.

IN WITNESS WHEREOF, the undersigned duly authorized representative of the Participating County has executed and delivered this Certificate to the Board on the date set forth below.

Date: [ENTER DATE FROM PDCA COVER PAGE]

COUNTY OF [ENTER COUNTY NAME]

By: _____
[NAME]
[TITLE]

Exhibit 1-Description of Cash (hard) Match

[ENTER COUNTY NAME] County's Cash (hard) Match for the Project will be funded from [ENTER NUMBER OF SOURCES] sources: (1) _____, (2) _____, and (3) _____.

FORM OF DOCUMENT

**CERTIFICATE OF THE COUNTY OF [ENTER COUNTY NAME] REGARDING ITS
OTHER PARTICIPATING COUNTY FUNDING FOR THE [ENTER COUNTY NAME]
COUNTY JAIL PROJECT**

All capitalized terms not otherwise defined herein shall have the meaning given them in the Project Delivery and Construction Agreement.

WHEREAS, pursuant to [ENTER STATUTE] (the “Law”), the State Public Works Board (the “Board”) is authorized to finance the acquisition, design and construction of a [ENTER TYPE OF FACILITY] facility approved by the Board of State and Community Corrections (the “BSCC”) pursuant to Section [ENTER SECTION] of the California Government Code (the “[ENTER PROGRAM NAME] Financing Program”); and

WHEREAS, pursuant to California Code of Regulations Title 15, Division 1, Chapter 1, Subchapter [ENTER SUBCHAPTER], only the cost of certain design and construction activities are potentially eligible for reimbursement under the [ENTER PROGRAM NAME] Financing Program – acquisition, pre-design and other specified design and construction costs are not eligible; and

WHEREAS, the County of [ENTER COUNTY NAME] (the “Participating County”) has proposed to build a [ENTER TYPE OF FACILITY] facility, the [ENTER PROJECT NAME] project, (the “Project”), to be located at [ENTER PHYSICAL ADDRESS], real property controlled by the Participating County through fee-simple ownership (the “Site”); and

WHEREAS, pursuant to the Law, the Participating County is contributing funding in addition to its Cash (hard) Match and In-Kind (soft) Match (the “Other Participating County Funding”); and

WHEREAS, the Board intends to assist in the oversight and financing of the Project, subject to satisfaction of certain conditions and requirements of the Board, and the Board may in its sole, reasonable discretion, issue lease revenue bonds for the Project (the “Bonds”); and

WHEREAS, the interests of both the Board and the Participating County require confirmation of certain facts and certain assurances concerning the Other Participating County Funding.

NOW, THEREFORE, the Participating County, acting through its duly authorized representative, does hereby represent, warrant and covenant as follows:

(A) *Lawfully Available Funds.* The Other Participating County Funding, as described in Exhibit 1, has been derived exclusively from lawfully available funds of the Participating County.

(B) *Other Participating County Funding Is Legal and Authorized.* The payment of the Other Participating County Funding for the Project (i) is within the power, legal right, and authority of the Participating County; (ii) is legal and will not conflict with or constitute on the part of the Participating County a material violation of, a material breach of, a material default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of the Participating County under the provisions of any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, installment sale agreement, contract, or other material

agreement or instrument to which the Participating County is a party or by which the Participating County or its properties or funds are otherwise subject or bound, decree, or demand of any court or governmental agency or body having jurisdiction over the Participating County or any of its activities, properties or funds; and (iii) have been duly authorized by all necessary and appropriate action on the part of the governing body of the Participating County. The authorized representative of the Participating County executing this Certificate is fully authorized and empowered to take such actions for and on behalf of the Participating County.

(C) Governmental Consents. The execution, delivery, and performance by the Participating County of this certificate and the use of the Other Participating County Funding for certain costs of the Project do not require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority other than the Participating County in connection with the execution, delivery, and performance of this Certificate, the consummation of any transaction herein contemplated, or the offer, issue, sale, or delivery of the Bonds, except as shall have been obtained or made and as are now in full force and effect.

(D) No Prior Pledge. The Other Participating County Funding and the Project are not and will not be mortgaged, pledged, or hypothecated by the Participating County in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest by the Participating County. In addition, the Other Participating County Funding and the Project are not and will not be mortgaged, pledged, or hypothecated for the benefit of the Participating County or its creditors in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest in favor of the Participating County or its creditors. The Participating County shall not in any manner impair, impede or challenge the security, rights and benefits of the owners of the Bonds or the trustee for the Bonds.

IN WITNESS WHEREOF, the undersigned duly authorized representative of the Participating County has executed and delivered this Certificate to the Board on the date set forth below.

Date: [ENTER DATE FROM PDCA COVER PAGE]

COUNTY OF [ENTER COUNTY NAME]

By: _____
[NAME]
[TITLE]

Exhibit 1-Description of Other Participating County Funding

[ENTER COUNTY NAME] County's Other Participating County Funding for the Project will be funded from [ENTER NUMBER OF SOURCES] sources: (1) _____, (2) _____, and (3) _____.

FORM OF DOCUMENT

EXHIBIT E-2

DESCRIPTION OF PARTICIPATING COUNTY FUNDING {TC \L 0 "000000000001"}

In-kind (soft) Match

[DESCRIPTION TO BE INSERTED]

FORM OF DOCUMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Attention: _____

)
)
)
)
)
)
)

[Space above for Recorder's use]

GROUND LEASE

by and between the

[ENTER COUNTY NAME]
as Landlord,

and

["DEPARTMENT OF CORRECTIONS AND REHABILITATION" OR "BOARD OF STATE
AND COMMUNITY CORRECTIONS"]
OF THE STATE OF CALIFORNIA,
as Tenant

Dated as of _____, 20__

(FOR A [ENTER TYPE OF FACILITY] FACILITY
LOCATED IN THE COUNTY OF [ENTER COUNTY NAME])

NO DOCUMENTARY TRANSFER TAX DUE. This Ground Lease is recorded for the benefit of the State of California and is exempt from California transfer tax pursuant to Section 11928 of the California Revenue and Taxation code and from recording fees pursuant to Sections 6103 and 27383 of the California Government Code

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FORM OF DOCUMENT

GROUND LEASE

THIS GROUND LEASE, dated as of _____, 20__ for reference only (this “Ground Lease”), is entered into by and between COUNTY OF [ENTER COUNTY NAME] (the “Participating County”), a Political Subdivision of the State of California (the “State”), as Landlord, and the [“DEPARTMENT OF CORRECTIONS AND REHABILITATION” OR “BOARD OF STATE AND COMMUNITY CORRECTIONS”] OF THE STATE OF CALIFORNIA (the “Department”), an entity of state government of the State, as Tenant. The Participating County and the Department are sometimes referred to collectively as the “Parties”, and individually as a “Party”.

RECITALS

WHEREAS, pursuant to [ENTER STATUTE], the State Public Works Board (the “Board”) is authorized to finance the acquisition, design and construction of a jail facility approved by the Board of State and Community Corrections (the “BSCC”) pursuant to Section [ENTER SECTION] and following, as amended, (the “[ENTER PROGRAM NAME] Financing Program”), the Participating County, [the Department,]BSCC and the Board entered into the Project Delivery and Construction Agreement (the “PDCA”) dated as of _____, 20__, for reference only; and

WHEREAS, further to the PDCA, the Participating County has proposed to build a [ENTER TYPE OF FACILITY] facility as more particularly described in Exhibit A attached hereto (the “Project”), to be located on real property owned in fee simple by the Participating County and legally described in Exhibit B attached hereto (the “Site”); and

WHEREAS, further to the PDCA, the Department desires to ground lease the Site from the Participating County to assist the Participating County in obtaining eligibility for the Board lease revenue bond financing to finance a portion of the construction of the Project (the “Bonds”); and

WHEREAS, the Department and the Board desire that the term of this Ground Lease not terminate or expire until the Bonds have been paid in full or retired under the provisions of the Bond Documents; and

WHEREAS, the Participating County is desirous of maintaining its eligibility to receive financing for the Project, and to achieve this end, the Participating County is willing to lease the Site to the Department; and

WHEREAS, concurrently with the execution of this Ground Lease, the Department as the Licensor and the Participating County as the Licensee, have entered into a Right of Entry for Construction and Operation (the “Right of Entry”) in substantially the form attached as Exhibit C to the PDCA, authorizing the Participating County to enter the Site for the purpose of constructing the Project and for operation of the Project upon substantial completion of construction; and

WHEREAS, if the Participating County maintains its eligibility in the [ENTER PROGRAM NAME] Financing Program, and the Board in its sole discretion, is able to issue the

Bonds to finance the Project in its typical and customary manner, the Department will concurrently sublease the Site to the Board, (the "Site Lease"), and enter into a Facility Lease (the "Facility Lease") providing for the Board to sublease to the Department the Site and the Project (together the "Facility"). The Site Lease and the Facility Lease will provide security for the Bonds to be issued by the Board under an indenture (the "Indenture") between the Board and the Treasurer of the State, as trustee (the "State Treasurer"); and

WHEREAS, if the Board is able to issue the Bonds for the Project in its typical and customary manner, concurrently with executing the Site Lease and the Facility Lease, the Department and the Participating County intend to enter into a Facility Sublease (the "Facility Sublease") whereby the Department will sublet the Facility to the Participating County pursuant to the terms of the Facility Sublease; and

NOW, THEREFORE, in consideration of the mutual obligations of the Parties hereto, the Participating County hereby leases to the Department, and the Department hereby leases from the Participating County, the Site subject to the terms, covenants, agreements and conditions hereinafter set forth, to each and all of which the Participating County and the Department hereby mutually agree.

SECTION 1. Definitions.

As used herein, the following terms shall have the following meanings:

- (a) "[ENTER PROGRAM NAME] Financing Program" has the meaning given to such term in the Recitals.
- (b) "Abatement Event" shall have the meaning given to such term in the Facility Lease.
- (c) "Board" means the State Public Works Board of the State of California, an entity of state government of the State.
- (d) "Bond Documents" mean each and every document evidencing the Bonds, including, but not limited to, the Site Lease, the Facility Lease, the Facility Sublease, and the Indenture.
- (e) "Bonds" has the meaning given to such term in the Recitals.
- (f) "BSCC" has the meaning given to such term in the Recitals.
- (g) "Claims" has the meaning given to such term in Section 23 of this Ground Lease.
- (h) "Department" has the meaning given to such term in the preamble.
- (i) "DGS" means the Department of General Services of the State of California, an entity of state government of the State.

(j) “Easements” mean the access, utilities and repairs easements described in Subsection 4(b) of this Ground Lease.

(k) “Easement Agreement” means an easement agreement memorializing the grant of Easements by the Participating County, as grantor, to the Department, as grantee, in the form of Exhibit C attached hereto.

(l) “Easement Property” means real property owned by the Participating County that is burdened by the Easement Agreement as described in Exhibit 2 to the Easement Agreement.

(m) “Effective Date” means the date this Ground Lease is valid, binding and effective as provided in Section 2 of this Ground Lease.

(n) “Facility” has the meaning given to such term in the Recitals.

(o) “Facility Lease” has the meaning given to such term in the Recitals.

(p) “Facility Sublease” has the meaning given to such term in the Recitals.

(q) “Ground Lease” has the meaning given to such term in the preamble, including all exhibits attached hereto.

(r) “Hazardous Materials” mean any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste”, “extremely hazardous waste”, or “restricted hazardous waste” under Section 25115, 25117 or 25122.7 of the California Health and Safety Code, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Talmer Hazardous Substance Account Act), (iii) defined as a “hazardous material”, “hazardous substance”, or “hazardous waste” under Section 25501 of the California Health and Safety Code.

(s) “Improvements” mean the physical construction of the Project and other buildings, improvements, structures, furnishings and equipment placed in, under or upon the Site by the Participating County under the terms and conditions in the Right of Entry or this Ground Lease.

(t) “Indemnitees” has the meaning given to such term in Section 24 of this Ground Lease.

(u) “Indenture” has the meaning given to such term in the Recitals.

(v) “Landlord” has the meaning given to such term in the preamble.

(w) “Leasehold Estate” means the real property right and interest held by the Department as Tenant to possess, use and access the Site and the Project under the terms and conditions of this Ground Lease.

- (x) “Participating County” has the meaning given to such term in the preamble.
- (y) “Parties” has the meaning given to such term in the preamble.
- (z) “Party” has the meaning given to such term in the preamble.
- (aa) “PDCA” has the meaning given to such term in the Recitals.
- (bb) “Permitted Encumbrances” has the meaning given to such term in Subsection 3(b)(4) of this Ground Lease.
- (cc) “Project” means the buildings, structures, works and related improvements constructed or to be constructed on the Site, as are more particularly described in Exhibit A attached hereto, and any and all additions, betterments, extensions and improvements thereto.
- (dd) “Resolution” has the meaning given to such term in Subsection 3(b)(1) of this Ground Lease.
- (ee) “Right of Entry” has the meaning given to such term in the Recitals.
- (ff) “Right of First Offer” has the meaning given to such term in Section 13 of this Ground Lease.
- (gg) “Site” has the meaning given to such term in the Recitals.
- (hh) “Site Lease” has the meaning given to such term in the Recitals.
- (ii) “State” means the state government of the State of California.
- (jj) “State Treasurer” has the meaning given to such term in the Recitals.
- (kk) “Tenant” has the meaning given to such term in the preamble.
- (ll) “Term” has the meaning given to such term in Section 10 of this Ground Lease.

SECTION 2. Effective Date.

The Parties hereby confirm and agree that this Ground Lease is effective and binding on the Parties upon the first day (the “Effective Date”) on which this Ground Lease has been consented to by the Board and a duly authorized representative of the Board has consented to this Ground Lease by executing it below.

SECTION 3. Representations, Warranties and Covenants.

(a) Representations and Warranties of the Department. In addition to any express agreements of Tenant herein, the Department makes the following representations and warranties to the Participating County as of the Effective Date:

(1) The Department has full legal right, power and authority to enter into this Ground Lease as Tenant and to carry out and consummate all transactions contemplated by this Ground Lease and by proper action has duly authorized the execution and delivery of this Ground Lease. The Department shall cause an opinion, dated as of [the date in the preamble of this Ground Lease] and in substantially the form of Exhibit D attached to this Ground Lease, to be delivered to the Board contemporaneously with the Department's execution of this Ground Lease;

(2) The officers of the Department executing this Ground Lease are duly and properly holding their respective offices and are fully authorized to execute this Ground Lease; and

(3) This Ground Lease has been duly authorized, executed and delivered by the Department, and will constitute a legal, valid and binding agreement of the Department, enforceable against the Department in accordance with its terms on the Effective Date.

(b) Representations, Warranties and Covenants of the Participating County. In addition to any express agreements of Landlord herein, the Participating County makes the following representations, warranties and covenants to the Department as of the Effective Date:

(1) The Participating County, by Resolution of the Board of Supervisors ("Resolution"), has full legal right, power and authority to enter into this Ground Lease as Landlord, to transfer and convey the Leasehold Estate to the Department under this Ground Lease, and to carry out and consummate all transactions contemplated by this Ground Lease and by proper action has duly authorized the execution and delivery of this Ground Lease. The Participating County shall cause an opinion, dated as of [the date in the preamble of this Ground Lease] and in substantially the form of Exhibit D attached to this Ground Lease, to be delivered to the Board contemporaneously with the Participating County's execution of this Ground Lease.

(2) The officers of Participating County executing this Ground Lease are duly and properly holding their respective offices and have the legal power, right and are fully authorized to execute this Ground Lease pursuant to the Resolution.

(3) This Ground Lease has been duly authorized, executed and delivered by Participating County, and will constitute a legal, valid and binding agreement of Participating County, enforceable against the Participating County in accordance with its terms upon the Effective Date.

(4) The Participating County is the owner in fee simple of the Site and has marketable and insurable fee simple title to the Site, there is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Site or pending against the Participating County which could affect the Participating County's title to the Site, affect the value of the Site, or subject an owner of the Site to liability and there are no outstanding mortgages, deeds of trust, bond indebtedness, leaseholds, pledges, conditions or restrictions, liens or encumbrances against the Site except as identified in Exhibit E, attached hereto, collectively, the "Permitted Encumbrances".

(5) No consent, permission, authorization, order, license, or registration with any governmental authority is necessary in connection with the execution and delivery of this Ground Lease, except as have been obtained.

(6) There exists no litigation or other proceeding pending or threatened against the Participating County except as identified in Exhibit F, attached hereto, that, if determined adversely, would materially and adversely affect the ability of the Participating County to perform its obligations under this Ground Lease.

(7) This Ground Lease is, and all other instruments, documents, exhibits, and agreements required to be executed and delivered by the Participating County in connection with this Ground Lease are and shall be, duly authorized, executed and delivered by the Participating County and shall be valid, legally binding obligations of and enforceable against the Participating County in accordance with their terms.

(8) Neither the execution and delivery of this Ground Lease and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Ground Lease and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any agreements or instruments to which the Participating County is a party or affecting the Site.

(9) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against the Participating County.

(10) There are no and have been no:

(A) actual or pending public improvements which will result in the creation of any liens, encumbrances or assessments upon the Site, including public assessments or mechanics liens, other than the Permitted Encumbrances, and the Participating County agrees to indemnify, defend and hold the Department free and harmless from and against any claims, liabilities, losses, costs, damages, expenses and attorneys' fees arising from any liens, encumbrances or assessments that have been, or may be, imposed upon the Site as a consequence of actual or impending public improvements at or after the Effective Date, including any obligations to pay a fee or assessment for infrastructure to the extent such liability survives or continues at or after the Effective Date, and the Department agrees to cooperate with the Participating County, at the Participating County's costs and to the extent permitted by law, with respect to the Participating County's efforts to remove any such liens, fees, assessments, or encumbrances.

(B) uncured notices from any governmental agency notifying the Participating County of any violations of law, ordinance, rule, or regulation, including Environmental Laws, occurring on the Site.

(C) notices of any condemnation, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the use, operation or value of the Site.

(11) The Participating County hereby agrees that it will not enter into any new leases or any other obligations or agreements that will affect the Site at or after the Effective Date, without the express prior written consent of the Department and approval of the Board.

(12) The Participating County will not subject the Site to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the Effective Date without the express prior written consent of the Department and the approval of the Board.

(13) The Participating County shall promptly notify the Department of any event or circumstance that makes any representation or warranty of the Participating County under this Ground Lease untrue or misleading, or of any covenant of the Participating County under this Ground Lease incapable or less likely of being performed. The Participating County's obligation to provide the notice described in the preceding sentence to the Department shall in no way relieve the Participating County of any liability for a breach by the Participating County of any of its representations, warranties or covenants under this Ground Lease.

(14) The Department shall at all times during the Term have access to and from the Site.

(15) No representation, warranty or statement of the Participating County in this Ground Lease or in any document, certificate, exhibit or schedule furnished or to be furnished to the Department pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

SECTION 4. Lease of the Site, Access, Utilities and Repairs Easements and Recordation of Lease.

(a) Lease of the Site and Recordation of Ground Lease. The Participating County hereby leases the Site to the Department and the Department leases the Site from the Participating County. The Participating County further agrees to provide, or cause to be provided, to the Department and its assigns or sublessees, adequate parking spaces at no cost, and such utility services as the Participating County customarily provides or causes to be provided to facilities similar to the Project, including without limitation electricity, gas, water, sewer, garbage disposal, heating, air conditioning and telephone. The Department and the Board shall have the right to record this Ground Lease in the Official Records of the Participating County as of the Effective Date or anytime thereafter.

[Use Note: Section 4(b) and the Easement Agreement are necessary if Site access and utilities are provided by other real property. The execution form of the Easement Agreement is attached as Exhibit C.]

(b) Access, Utilities and Repairs Easement. As of the Effective Date, the Participating County agrees to grant to the Department, for the use, benefit and enjoyment of the Department and its lessees, successors and assigns, and their respective employees, invitees, agents, independent contractors, patrons, customers, guests and members of the public using or

visiting the Site or the Project, a non-exclusive easement over, across and under the Easement Property for the purpose of: a) ingress, egress, passage or access to and from the Site by pedestrian or vehicular traffic; b) installation, maintenance and replacement of utility wires, cables, conduits and pipes; and c) other purposes and uses necessary or desirable for access to and from the Site for the repair, operation and maintenance of the Facility (collectively the "Easements"). The grant of the Easements shall be memorialized in that certain Easement Agreement for Grants of Access, Utilities and Repairs (the "Easement Agreement") in substantially the form of Exhibit C attached to this Ground Lease. The Department and the Board shall have the right to record the Easement Agreement in the Official Records of the Participating County as of the Effective Date or anytime thereafter. The Easements to be granted by the Participating County are subject to the limitations set forth in the Easement Agreement. In the event of a conflict or ambiguity, with respect to the terms of the Easements, between this Ground Lease and the Easement Agreement, the terms of the Easement Agreement shall control.

SECTION 5. Landlord Right of Entry for Construction and Operation.

(a) Landlord Right of Entry for Construction and Operation. Notwithstanding anything to the contrary contained herein, Landlord has reserved the right to enter and use the Site for construction of the Project pursuant to the terms and conditions in the Right of Entry.

(b) Quiet Enjoyment. The Participating County covenants that the Department, its assigns or sublessees, may quietly have, hold, and enjoy all of the Site and the Improvements during the Term of this Ground Lease and any extended term hereof, without hindrance or interruption by the Participating County or by any other person or persons lawfully or equitably claiming by, through or under the Participating County, except as limited by the Permitted Encumbrances.

SECTION 6. Purpose and Use.

The Parties reasonably expect for the Site to be used by the Department, and each of its assignees or sublessees during the Term of this Ground Lease, for the purpose of causing the construction, operation and maintenance of the Project and appurtenances thereto; provided however, the Parties acknowledge that the Site may be utilized for other types of correctional housing or other public purposes as may be required to exercise the Board's obligations, rights and remedies under the Bond Documents.

The Participating County acknowledges and confirms that the Department's use of the Leasehold Estate created hereunder includes, but is not limited to, allowing for potential financing and construction of the Project and the leasing of the Site and/or the Facility pursuant to the Site Lease, the Facility Lease, and the Facility Sublease and for such other purposes as may be incidental thereto. The Participating County further acknowledges and confirms the Board's right to relet the Facility in the event of a default under the Facility Lease and to provide for all other rights and remedies of the Board, the State Treasurer, and the owners of the Bonds in the event of a default under the Bond Documents.

SECTION 7. Assignment or Sublease.

The Department may sublet or assign all or a portion of the Site or the Project or assign

this Ground Lease or any interest therein, without the prior consent or approval of the Participating County; provided, however, any sublet or assignment shall be subject to the prior approval of the Board and Participating County is provided notice of said sublet or assignment. Notwithstanding that the Participating County's consent or approval is not required for any subletting of the Site or the Project, to assist with the Board's financing of the Project, the Participating County hereby consents to and approves the sublease of the Site, together with the Improvements, to the Board under the Site Lease and the further subletting of the Facility by the Board to the Department under the Facility Lease.

SECTION 8. No Commitment to Issue the Bonds and Non-Liability of the Department and the State.

The delivery of this Ground Lease shall not directly, indirectly or contingently, obligate the Department, the Board or any other subdivision of the State to issue the Bonds or levy any form of taxation or to make any appropriation with respect to the Project. Any obligation of the Department created by or arising out of this Ground Lease shall not impose a debt or pecuniary liability upon the Department, the Board or any other subdivision of the State, or a charge upon the general credit or taxing powers thereof but shall be payable solely out of funds duly authorized and appropriated by the State.

SECTION 9. Cooperation.

The Participating County has a duty to fully cooperate and provide all necessary assistance to the Department and the Board to aid them in their efforts to finance the Project. The Participating County acknowledges that it is authorized and directed to provide cooperation concerning the issuance of the Bonds, including without limitation, executing and delivering such certificates, legal opinions or instruments as the Department or the Board may reasonably request. The Participating County's legal counsel, Chief Administrative Officer and its Sheriff are authorized and directed to cooperate in the issuance of the Bonds and to execute all documents reasonably needed to accomplish such financing.

SECTION 10. Term and Extension.

The Term of this Ground Lease shall commence on the Effective Date and shall terminate on the same date as the Facility Lease, unless such Term is extended by the parties thereto, or unless sooner terminated as provided herein, except no termination of this Ground Lease shall occur until all the Bonds and all other indebtedness incurred by the Board for the Project, if any, have been fully repaid.

SECTION 11. Rental.

The Department shall pay the Participating County rental in the sum of Ten Dollars (\$10.00) per year, all of which rental shall be deemed to have been prepaid to the Participating County by the Department on the Effective Date and, thereby acknowledges the Participating County's match funding requirement has been sufficiently met. The Participating County agrees that the payment of such rental is adequate consideration for the leasing of the Site, together with the Improvements, under this Ground Lease.

SECTION 12. Taxes and Assessment.

The Department shall pay or cause to be paid all lawful taxes that may be levied at any time upon any interest the Department may have under this Ground Lease (including both the Site and the Improvements after the Effective Date). The Participating County and the Department each represent and acknowledge that neither Party believes or expects that its respective interests in the Site are subject to payment of property taxes. The Department shall have the right to contest the validity of any levy or tax assessment levied upon the Department's interest in the Site.

SECTION 13. Right of First Offer and Priority of Ground Lease.

(a) Right of First Offer. Should the Participating County decide to sell the Site at any time during the Term of this Ground Lease, the Participating County shall notify the Department and the Board in writing of such intention prior to soliciting offers from any prospective purchasers. In such event, the Department and the Board shall have fifteen (15) months from receipt of such notification of intention to sell to inform the Participating County of the Department's interest in acquiring the Site. The Participating County understands that the State's acquisition process requires an appropriation of funds and the approval of the Board. The Participating County agrees to reasonably cooperate with the Department in obtaining such approval and in meeting any other State property acquisition requirements that may exist at that time. If the Department informs the Participating County of the Department's intention to acquire the Site within said fifteen (15) month period, the Parties agree to negotiate a purchase agreement in good faith and at a price that is the fair market value of the Site at the time the Department exercises its Right of First Offer.

(b) Priority of Ground Lease. If the Department and the Participating County are unable to agree on the terms and conditions for the purchase and sale of the Site, or if the Board does not approve the acquisition of the Site by the Department, the Participating County shall be free to market and sell the Site to a third party; provided, however, any new owner of the Site shall acquire the Site subject to this Ground Lease and any encumbrances related to the Bonds and the Bond Documents. The Department and the Board shall have no obligation to subordinate the Ground Lease, the Bonds or the Bond Documents to accommodate the new owner or lender(s).

SECTION 14. Damage or Destruction.

Damage or destruction to the Project shall not act to terminate or cancel this Ground Lease. In the event of any damage or destruction of the Project, the use of the proceeds of any property casualty or builder's risk insurance required to be procured and maintained pursuant to the PDCA, or any insurance required by the Facility Lease or Facility Sublease shall be governed by the terms of the agreement that required the procurement of such insurance.

SECTION 15. Insurance.

Except for insurance obligations that may arise as a result of the issuance of the Bonds by the Board, or as may be required by the PDCA, the Department shall have no obligation to purchase insurance for the Site or the Project, including but not limited to any general liability,

earthquake, flood, fire or extended casualty coverage.

SECTION 16. Condition and Title to the Improvements on Termination.

Upon termination or expiration of this Ground Lease, the Department shall have no obligation, to remove the Improvements. Title to the Improvements, including the Project, during the Term shall be vested in the State. Subject to the terms and conditions in the Bond Documents, at the termination or expiration of this Ground Lease, fee title to the Improvements, including the Project, shall vest in the Participating County and become the property of the Participating County without further action of any Party and without the necessity of a deed from the Department to the Participating County.

SECTION 17. The Department's Right to Terminate.

The Department, with the approval of the Board, shall have the right to terminate this Ground Lease upon thirty (30) days written notice to the Participating County without any liability; provided, however, no termination of this Ground Lease or revesting of title to any portion of the Site or vesting of title to the Project may occur until the Bonds have been fully paid or retired under the provisions of the Bond Documents.

SECTION 18. The Participating County's Right to Terminate

Participating County's proper exercise of its termination rights pursuant to Article 2, section 2.2(b) of the PDCA serves to terminate this Ground Lease effective on the date of termination of the PDCA.

SECTION 19. Non-Termination, Default and Damages.

This Ground Lease shall expire at the end of the Term. It is expressly agreed by the Parties to this Ground Lease that any default under this Ground Lease will not allow either Party to terminate or otherwise interfere with the Department's quiet enjoyment and beneficial use of the Site and the Project under this Ground Lease, the Site Lease or the Facility Lease. Until such time as the Bonds have been fully paid or retired under the provisions of the Bond Documents, the sole remedy of any Party upon such default shall be a suit for money damages or specific performance to remedy such a default.

SECTION 20. Waste and Hazardous Materials.

Neither the Participating County nor the Department shall knowingly commit, suffer or permit any waste or nuisance on the Site or any acts to be done thereon in violation of any laws or ordinances. To the Participating County's best knowledge, after having examined its documents, public records and other instruments and having made inquiry of appropriate departments and agencies with respect to the Site and, except as specifically provided in this Ground Lease, no Hazardous Materials, were used, generated, stored, released, discharged or disposed of on, under, in, or about the Site or transported to or from the Site. The Participating County represents with respect to the Site that neither the Participating County nor any other person or entity under the control of, or with the knowledge of the Participating County will cause or permit the use generation, storage, release, discharge, or disposal of any Hazardous

Materials on, under, in, or about the Site or transported to or from the Site.

SECTION 21. Eminent Domain.

If the whole or any portion of the Site or the Project shall be taken in eminent domain proceedings, or by sale in lieu of such taking by a governmental entity threatening to use the power of eminent domain, and which taking in the collective judgment of the Department, the Board, and the State Treasurer renders the Site and/or the Project unsuitable for the continued use by the State, then this Ground Lease shall terminate when possession is taken by the condemning entity.

If this Ground Lease is terminated because of such taking and any of the Bonds are outstanding, then all proceeds from any permanent or temporary taking shall be used to repay any outstanding Bonds as provided in the Bond Documents, including any outstanding or accrued interest, and upon full repayment of the Bonds then the remaining proceeds, if any, shall be distributed to the Department and the Participating County according to their respective interests as provided in the Bond Documents. The Participating County and the Department shall each have the right to represent its own interest, at its own cost and expense, in any proceedings arising out of such taking, and each of the Participating County and the Department shall reasonably cooperate with the other, including without limitation, settling with the condemning authority only with the other Party's consent if such settlement would affect the other Party's rights.

If this Ground Lease is not terminated because of such taking, then it shall remain in full force and effect with respect to the remainder of the Site and the Project. The Participating County and the Department each waives the provisions of the California Code of Civil Procedure, Section 1265.130, or any similar law that permits a Party to petition a court to terminate this Ground Lease upon a taking affecting the Site or the Project, the Parties agreeing that any such termination rights shall be only as expressly set forth in this Ground Lease.

SECTION 22. Non-Discrimination.

During the performance of this Ground Lease, the Participating County shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. The Participating County shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

The Participating County shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter I, Part I, Division 3, Title 2 of the Government Code (Government Code, Sections 11135 - 11139.5), and the regulations or standards adopted to implement such article.

SECTION 23. Liens.

In the event the Department, the Board or their designees, at any time during the Term, causes any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Project or the Site, the Department, the Board or their designees shall pay, when due, all sums of money that may become due for any labor, services, materials, supplies or equipment furnished to or for the Department or the Board, upon or about the Project or the Site and which may be secured by any lien against the Project or the Site or the Department's or the Board's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or comes due; except that, if the Department or the Board desires to contest any such lien, it may do so. If any such lien is reduced to final judgment and such judgment or other process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, said stay thereafter expires, the Department or the Board shall forthwith pay and discharge said judgment.

SECTION 24. Indemnification.

As required by Section [ENTER SECTION] of the California Government Code, the Participating County hereby agrees that it shall indemnify, protect, defend and hold harmless the State, including but not limited to, the Department, the Board, DGS, and each of their respective officers, governing members, directors, officials, employees, subcontractors, consultants and agents (collectively the "Indemnitees"), for any and all claims, liabilities and losses arising out of the use of the Site or the Project, including, but not limited to all demands, causes of action and liabilities of every kind and nature whatsoever arising out of, related to, or in connection with (a) any breach of this Ground Lease by the Participating County; (b) the construction, operation, maintenance, use and occupancy of the Project; (c) any acts or omissions of any contractor hired by the Participating County or its agents or subcontractor hired by such contractor (collectively the "Claims"). The Participating County's obligation to indemnify, defend, and save harmless the Indemnitees shall extend to all Claims arising, occurring, alleged, or made any time, including prior to, during, or after this Ground Lease is in full force and effect. The Participating County's obligation to indemnify, defend, and save harmless the Indemnitees shall apply regardless of any active and/or passive negligent act or omission of the Indemnitees, but the Participating County shall not be obligated to provide indemnity or defense for Indemnitees wherein the Claims arise out of the gross negligence or willful misconduct of the Indemnitees. The indemnification obligation of the Participating County set forth in this Section shall survive the expiration of the Term or earlier termination of this Ground Lease.

SECTION 25. Non-Encumbrance.

The Participating County covenants that the Facility is not and will not be mortgaged, pledged, or hypothecated in any manner or for any purpose and has not been and will not be the subject of a grant of a security interest by the Participating County without the written consent of the Department and the Board. The Participating County further covenants that it shall not in any manner impair, impede or challenge the security, rights and benefits of the owners of the Bonds or the trustee for the Bonds.

SECTION 26. Miscellaneous.

(a) Amendments. This Ground Lease may only be amended, changed, modified or

altered in writing by the Parties. As long as any of the Bonds are outstanding the Board must consent to any amendment hereto to be effective.

(b) Waiver. The waiver by any Party of a breach by the other Party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

(c) Law Governing. This Ground Lease shall be governed exclusively by the provisions hereof and by the laws of the State and any action arising from or relating to this Ground Lease shall be filed and maintained in Sacramento County Superior Court, Sacramento, California.

(d) Section Headings. All articles, paragraph and section headings, titles or captions contained in this Ground Lease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Ground Lease.

(e) Conflicts Between Terms of Documents. Nothing in this Ground Lease is intended to amend, modify or supersede the PDCA except as expressly provided herein. In the event of any inconsistency in the PDCA and this Ground Lease, the inconsistency shall be resolved by giving preference to the PDCA. In the event of any inconsistency between this Ground Lease and the Bond Documents, the inconsistencies shall be resolved by giving preference to the Bond Documents.

(f) Relationship of Parties. The Department and its agents and employees involved in the performance of this Ground Lease shall act in an independent capacity and not as officers, employees or agents of the Participating County.

(g) Successors and Assigns. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective Parties.

(h) Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Ground Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction and the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this Ground Lease shall be affected thereby, and each provision of this Ground Lease shall be valid and enforceable to the fullest extent permitted by law.

(i) Notices. All notices herein which are to be given or which may be given by either Party to the other, shall be in writing and shall be deemed to have been given three (3) business days after deposit in the United States Mail, certified and postage prepaid, return receipt requested and addressed as follows:

[To the Department: California Department of Corrections and Rehabilitation
9838 Old Placerville Road, Suite B
Sacramento, CA 95827
Attention: Deputy Director, Facility Planning, Construction
and Management
Facsimile: 916-322-5717]

To the Board: State Public Works Board
915 L Street, 9th Floor
Sacramento, CA 95814
Attention: Executive Director
Facsimile: 916-449-5739

To the Participating County: County of [ENTER COUNTY NAME]
[ENTER STREET ADDRESS]
[ENTER CITY, STATE AND ZIP CODE]
Attention: [ENTER POSITION TITLE]
Facsimile: [ENTER FAX NUMBER]

Nothing herein contained shall preclude the giving of any such written notice by personal service, in which event notice shall be deemed given when actually received. The address to which notices shall be mailed to a Party may be changed by written notice given to all Parties as hereinabove provided.

(j) Execution and Counterparts. This Ground Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Ground Lease. It is also agreed that separate counterparts of this Ground Lease may separately be executed by the signatories to this Ground Lease, all with the same force and effect as though the same counterpart had been executed by all of the signatories.

(k) Bankruptcy. In the event of any bankruptcy proceeding, this Ground Lease will not be treated as an executory contract and cannot be rejected by the Participating County.

(l) Exhibits. The following Exhibits are attached to this Ground Lease and incorporated by reference herein.

- Exhibit A: Project Description
- Exhibit B: Legal Description of the Site
- Exhibit C: Form of Easement Agreement for Grants of Access, Utilities and Repairs
- Exhibit D: Form of Legal Opinion Letter
- Exhibit E: List of the Permitted Encumbrances
- Exhibit F: Pending and Threatened Lawsuits

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Ground Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

[PARTICIPATING COUNTY]

By: _____
Name:
Title:

**[DEPARTMENT OF CORRECTIONS
AND REHABILITATION OF THE
STATE OF CALIFORNIA]**

By: _____
Name:
Title:

**CONSENT: STATE PUBLIC WORKS
BOARD OF THE STATE OF CALIFORNIA**

By: _____
Name:
Title: [Executive Director or Deputy Director]

Date: _____

**APPROVED: DEPARTMENT OF GENERAL
SERVICES OF THE STATE OF
CALIFORNIA**

(Pursuant to Government Code Section 11005)

By: _____
Name:
Title:

State of California)

County of _____)

On _____, 20__ before me, _____, notary,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

State of California)

County of _____)

On _____, 20__ before me, _____, notary,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Section 27281 of the California Government Code, the interest in real property conveyed by the Ground Lease dated as of _____, 20__ for reference only from the County of _____, a Political Subdivision of the State of California to the State of California on behalf of the Department of Corrections and Rehabilitation of the State of California is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by said Board in its duly adopted delegation resolution on December 13, 2013.

Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed if any.

ACCEPTED

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Name: _____
Title: _____

Date: _____

APPROVED

[DEPARTMENT OF CORRECTIONS AND
REHABILITATION OF THE STATE OF
CALIFORNIA]

By: _____
Name: _____
Title: _____

Date: _____

APPROVED

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA
(Pursuant to Government Code Section 11005)

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT A

(Project Description)

(to be inserted)

FORM OF DOCUMENT

EXHIBIT B

(Legal Description of the Site)

(to be inserted)

FORM OF DOCUMENT

EXHIBIT C

(Form of Easement Agreement for Grants of Access, Utilities and Repairs)

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

NO DOCUMENTARY TRANSFER TAX DUE. This Ground Lease is recorded for the benefit of the State of California and is exempt from California transfer tax pursuant to Section 11928 of the California Revenue and Taxation code and from recording fees pursuant to Sections 6103 and 27383 of the California Government Code.

[THE AREA ABOVE IS RESERVED FOR RECORDER'S USE]

EASEMENT AGREEMENT FOR GRANTS OF ACCESS, UTILITIES AND REPAIRS

This Easement Agreement for Grants of Access, Utilities and Repairs (this "Easement Agreement"), dated for reference only as of _____, 20__, is made by and between COUNTY OF _____, (the "Participating County"), a Political Subdivision of the State of California, as grantor, and the ["DEPARTMENT OF CORRECTIONS AND REHABILITATION" OR BOARD OF STATE AND COMMUNITY CORRECTIONS"] OF THE STATE OF CALIFORNIA (the "Department"), an entity of state government of the State of California, as grantee.

RECITALS

A. The Participating County, as landlord, and the Department as tenant, entered into a ground lease dated as of _____, 20__ for reference only, (the "Ground Lease") for the lease of that certain real property located in the County of [_____] and more particularly described in Exhibit 1, attached hereto and incorporated herein by this reference (the "Site"); and

B. The Ground Lease provides that the Participating County, as owner of certain real property adjacent to the Site, shall grant Easements to the Department in the Easement Property, which is more particularly described in Exhibit 2, attached hereto and incorporated herein by this reference; and

C. The Participating County and the Department desire to the grant of Easements in the Easement Property on the terms and conditions contained in this Easement Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Definitions. Unless otherwise required by the context, all capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Ground Lease or the Project Delivery and Construction Agreement.

2. Grant and Description of Easements.

2.1 Grant of Access Easement. The Participating County, as the owner of the Easement Property, hereby establishes and grants to and for the benefit of the Department and the Board and their respective contractors, subcontractors, employees, lessees, licensees, permittees, successors and assigns a non-exclusive easement over and across the Easement Property as shown in Exhibit 2 hereto for purposes of ingress and egress to and from the Site and the Project (the "Access Easement"); provided, however, that rights pursuant to such Access Easement shall only be exercised if there is no reasonable access to the Site and the Project via adjacent public streets and roadways and subject to the security limitations set forth in Section 2.3 hereof; and provided further, that such Access Easement is only effective (i) during such times where the Department, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Sublease or (ii) during such times where the Board, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Lease.

2.2 Grant of Utilities and Repairs Easement. The Participating County, as the owner of the Easement Property, hereby grants to and for the benefit of the Department and the Board and their respective contractors, subcontractors, employees, lessees, licensees, permittees, successors and assigns a non-exclusive easement across, over and under the Easement Property as shown in Exhibit 2 hereto for the purpose of: a) installation, maintenance and replacement of utility wires, cables, conduits and pipes for "Utilities", as defined below; and b) other purposes and uses necessary or desirable for the repair, operation and maintenance of the Facility (the "Utilities and Repairs Easement" and together with the Access Easement, the "Easements"); provided, however, that such Utilities and Repairs Easement is subject to the security limitations set forth in Section 2.3 hereof; and; provided further, that such Utilities and Repairs Easement is only effective (i) during such times where the Department, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Sublease or (ii) during such times where the Board, or its lessees, successors or assigns, is in possession of the Facility and is responsible for maintenance and repair of the Facility under the terms of the Facility Lease. "Utilities" shall mean any and all wet and dry utilities (including sewer) necessary or required to service the Facility, including, without limitation, all electrical, natural gas, water, sewer, telephone, data, and other telecommunications services.

2.3 Security Limitation on Easements. The exercise of the rights granted under the Easements will be expressly subject to the limitations and requirements imposed by the Participating County's customary security measures for the Participating County's facilities that may be located on the Easement Property (the "Security Measures"). Prior to the exercise of any rights under the Easements, the Department or the Board, as the case may be, or their respective lessees, successors or assigns shall contact the [Title of Appropriate Individual at Participating County] to ensure that such exercise of rights granted under the Easements will be in compliance

with the requirements of the Security Measures.

3. No Unreasonable Interference. The Participating County shall not conduct any activity on, under or about the Easement Property that would unreasonably interfere with the use of the Easements.

4. Term of Easement Agreement; No Termination by Breach. The term of this Easement Agreement shall be coextensive with the Term of the Ground Lease, as such Term may be extended or terminated as provided in the Ground Lease. No breach of this Easement Agreement shall entitle any of the parties hereunder to cancel, rescind, or otherwise terminate this Easement Agreement, but such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any breach.

5. Character. The Easements granted by this Easement Agreement shall be appurtenant to the Site and nonexclusive and for the use and benefit of the Department and the Board. This Easement Agreement is not intended to grant a fee interest in the Easement Property, nor is it intended to be a lease or a license. The Department acknowledges that the Easements herein granted are nonexclusive easements and that the Participating County and its successors and assigns may grant one or more additional non-exclusive easements in the Easement Property to third parties, so long as the rights granted by such easements do not materially interfere with or hinder the use of the Easements by the Department or the Board or that of their respective lessees, successors or assigns.

6. Covenants Running with the Land; Binding on Successors. Pursuant to California Civil Code section 1468, this Easement Agreement and the Easements are covenants related to the use, repair, maintenance and improvement of the properties benefited and burdened hereby, and, as such, the covenants set forth herein shall be binding upon the Easement Property and shall be binding upon all parties having or in the future acquiring any interest in the Easement Property.

7. Binding Effect. This Easement Agreement shall be binding on and shall inure to the benefit of the lessees, successors and assigns of the Participating County, the Department, and the Board.

8. Recordation of Easement Agreement. This Easement Agreement shall be recorded in the Official Records of [ENTER COUNTY NAME] County, State of California, and shall serve as notice to all parties succeeding to the interest of the parties hereto that their use of the Site and the Project and the Easement Property shall be benefited or restricted, or both, in the manner herein described.

9. Entire Agreement; Amendments. This Easement Agreement contains the entire agreement of the parties hereto relating to the Easements herein granted. Any representations or modifications concerning this Easement Agreement shall be of no force and effect, excepting a subsequent modification in writing, signed by the Department and approved by the Board and the current owner of the Easement Property and recorded in the Official Records of [ENTER COUNTY NAME] County, State of California.

10. Warranty of Authority. The Participating County represents and warrants as of

the Effective Date that (i) it is the legal owner of the Easement Property, (ii) it has full power and authority to place the encumbrance of this Easement Agreement on the Easement Property, (iii) it has not conveyed (or purported to convey) any right, title or interest in or to the Easement Property, except as has been disclosed in writing to the Department prior to the Effective Date, and (iv) if necessary, it has the written consent of any lenders, tenants and subtenants of the Easement Property to the terms and conditions of this Easement Agreement.

11. Counterparts. This Easement Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

THE COUNTY OF [COUNTY]

By: _____

Name:

Title:

**[DEPARTMENT OF CORRECTIONS
AND REHABILITATION OF THE
STATE OF CALIFORNIA]**

By: _____

Name:

Title:

**CONSENT: STATE PUBLIC WORKS
BOARD OF THE STATE OF CALIFORNIA**

By: _____

Name:

Title: [Executive Director or Deputy Director]

**APPROVED: DEPARTMENT OF GENERAL
SERVICES OF THE STATE OF
CALIFORNIA**

(Pursuant to Government Code Section 11005)

By: _____

Name:

Title:

State of California)

County of _____)

On _____, 20__ before me, _____, notary,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

State of California)

County of _____)

On _____, 20__ before me, _____, notary,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to Section 27281 of the California Government Code, the easement interest in real property conveyed by the Easement Agreement for Grants of Access Utilities, and Repairs dated as of _____, 20__ for reference only from the County of _____, a Political Subdivision of the State of California to the State of California on behalf of the Department of Corrections and Rehabilitation of the State of California is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by said Board in its duly adopted delegation resolution on December 13, 2013.

Note to Recorder: If this certificate is for a correction deed, all corrections and/or changes to the previously recorded deed must be reviewed and accepted by the State prior to recording a correction deed. All correction deeds require a new Certificate of Acceptance dated subsequent to recordation of the original deed or the most recent correction deed if any.

ACCEPTED

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Name: _____
Title: _____

Date: _____

APPROVED

[DEPARTMENT OF CORRECTIONS AND
REHABILITATION OF THE STATE OF
CALIFORNIA]

By: _____
Name: _____
Title: _____

Date: _____

APPROVED

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA
(Pursuant to Government Code Section 11005)

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT 1 TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF THE SITE

(To Be Attached)

FORM OF DOCUMENT

EXHIBIT 2 TO EASEMENT AGREEMENT
LEGAL DESCRIPTION OF THE EASMENT PROPERTY

(To Be Attached)

FORM OF DOCUMENT

EXHIBIT D

(Form of Legal Opinion Letter)

[LEGAL COUNSEL LETTERHEAD]

[Client]

State Public Works Board
of the State of California
Sacramento, California

Re: Ground Lease By and Between [insert name of the Participating County] and the Department for the [insert name of the Project] Located at [insert address of the Site]

Ladies and Gentlemen:

I am legal counsel for [insert name of client] with respect to the above referenced matter. I have examined originals or copies, certified or otherwise identified to my satisfaction, of such documents, exhibits, public records and other instruments in connection with the Ground Lease dated as of _____, 20__ for reference only between [insert name of the Participating County], as landlord, and the Department of Corrections and Rehabilitation of the State of California (the "Department"), as tenant, (the "Ground Lease"), and have conducted such other investigations of fact and law as I have deemed necessary for the purpose of this opinion.

I am of the opinion that:

[Use one of the following alternatives]

[Alternative 1: If the Participating County is the client]

1. The [insert name of the Participating County] is a political subdivision of the State of California created in accordance with the provisions of the Constitution of the State of California, with full legal right, power and authority to enter into and perform its obligations under the Ground Lease *[if easements are being granted under the terms of an Easement Agreement in the form of Exhibit C to the Ground Lease, add: "and Easement Agreement in the form attached as Exhibit C to the Ground Lease" and revise letter accordingly].*

[Alternative 2: If the Department is the client]

1. The Department is an entity of state government of the State of California with full legal right, power and authority to enter into and perform its obligations under the Ground

Lease [if easements are being granted under the terms of an Easement Agreement in the form of Exhibit C to the Ground Lease, add: “and Easement Agreement in the form attached as Exhibit C to the Ground Lease” and revise letter accordingly].

[The following provisions apply regardless of the client]

2. The Ground Lease [and Easement Agreement] [has/have] been duly authorized, executed and delivered by [insert name of client], and [is/are] valid and binding upon and enforceable against the [insert name of client] in accordance with [its/their] terms if [it is/they are] in like fashion valid and binding upon and enforceable against the respective other parties thereto, except that enforceability may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles if equitable remedies are sought.

3. The execution and delivery by the [insert name of client] of the Ground Lease [and Easement Agreement] and compliance with the provisions thereof do not and will not materially conflict with or constitute on the part of the [insert name of client] a breach of or a default under the law, administrative regulation, judgment, decree or any agreement or other instrument known to me which the [insert name of client] is a party or otherwise subject.

4. All actions on the part of the [insert name of client] necessary for the execution and performance of the Ground Lease [and Easement Agreement] have been duly and effectively taken, and no consent, authorization or approval of, or filing or registration with, any governmental or regulatory officer or body not already obtained or not obtainable in due course by the [insert name of client] is required to be obtained by the [insert name of client] for the making and performance of the Ground Lease [and Easement Agreement] .

5. There is no action, suit or proceeding pending (with the service of process having been accomplished) to restrain or enjoin the execution and delivery of the Ground Lease [and Easement Agreement], or in any way contesting or affecting the validity of the Ground Lease [and Easement Agreement].

Very truly yours,

[INSERT NAME OF CLIENT]

By: _____

Name: _____

Its: _____

EXHIBIT E

(List of the Permitted Encumbrances)

(to be inserted)

- [1. Right of Entry for Construction and Operation]

FORM OF DOCUMENT

EXHIBIT F

(Pending and Threatened Lawsuits)

(to be inserted)

FORM OF DOCUMENT

Location of Site

**RIGHT OF ENTRY FOR
CONSTRUCTION AND OPERATION**

Agency: [Department of Corrections and
Rehabilitation of the State of California]

Real Property:

This RIGHT OF ENTRY FOR CONSTRUCTION AND OPERATION AGREEMENT (this “License”) is entered into as of _____, 20__, by and between the [“DEPARTMENT OF CORRECTIONS AND REHABILITATION OR “BOARD OF STATE AND COMMUNITY CORRECTIONS”] OF THE STATE OF CALIFORNIA (the “Department”), an entity of state government of the State of California (the “State”), as licensor, and the COUNTY OF [ENTER COUNTY NAME] (the “Participating County”), a political subdivision of the State of California, as licensee. The Department and the Participating County are sometimes individually referred to as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, pursuant to [ENTER STATUTE] of the California Government Code, the State Public Works Board (the “Board”) is authorized to finance the acquisition, design and construction of a jail facility approved by the Board of State and Community Corrections (the “BSCC”) pursuant to Section [ENTER STATUTE] of the California Government Code (the “[ENTER PROGRAM NAME] Financing Program”); and

WHEREAS, the Participating County has proposed to build a jail facility, the _____ project (the “Project”), to be located at [ENTER PHYSICAL ADDRESS], real property controlled by the Participating County through fee-simple ownership (the “Site”); and

WHEREAS, contemporaneous with entry into this License, Participating County intends to lease the Site to the Department pursuant to a Ground Lease executed by and between the Participating County and the Department and consented to by the Board (the “Ground Lease”); and

WHEREAS, the Department, as lessee under the Ground Lease intends to provide the Participating County access to the Site for the purpose of jail construction-related activities and for operation of the Project upon substantial completion of construction.

WITNESSETH

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements by the Parties set forth herein and other good and valuable consideration, this License is subject to the following terms and conditions:

1. Grant of License – The Department hereby grants to the Participating County, its employees, consultants, representatives and contractors a non-exclusive, temporary license to enter the Site for site analysis, Project construction-related activities, and for operation of the Project upon substantial completion of construction (“Activities”), all as contemplated by that certain Project Delivery and Construction Agreement by and among the Department, the Board, the BSCC and the Participating County (the “PDCA”). This License is subordinate to all prior or future rights and obligations of the Department and the Board in the Site, except that the Department and the Board shall grant no rights inconsistent with the reasonable exercise by the Participating County of its rights under this License.
2. License Term – This License shall commence on the Effective Date of the Ground Lease and shall terminate on the date of termination of the PDCA (the “Term”).
3. Compliance with Laws – The Participating County shall conduct all Activities in compliance with all Federal, State and municipal statutes and ordinances, and with all regulations, orders and directives of appropriate governmental agencies (“Laws and Regulations”), as such Laws and Regulations exist during the Term of this License.
4. Inspections – The Department, the Board, and their representatives, employees, agents or independent contractors may enter and inspect the Site or any portion thereof or any improvements thereon, and the Project at any time and from time to time at reasonable times to verify the Participating County’s compliance with the terms and conditions of this License.
5. Special Condition – In the performance of the required studies and tests, the Participating County acknowledges that the Participating County will practice all due diligence to protect the Site.
6. Cooperation – In the event the Department or the Board has business on the Site or the Project, the Participating County agrees to coordinate the Activities with the Department or the Board to minimize any impairment of access to the Site or the Project and any inconvenience to or disruption of the Department’s or the Board’s business. Department and Board agree to coordinate their business at the Site or the Project so as to minimize any delay or disruption of the Participating County’s Activities.
7. Indemnity – As required by California Government Code Section [ENTER STATUTE] the Participating County hereby agrees that it shall indemnify, defend and save harmless the State, including but not limited to the Board, CDCR and BSCC, and each of their respective officers, governing members, directors, officials, employees, subcontractors, consultants, and agents (collectively, “Indemnitees”) for any and all claims and losses arising out of the acquisition, design, construction, and operation of the Project, including, but not limited to all demands, causes of actions and liabilities of every kind and nature whatsoever arising out of, related to, or in connection with (a) any breach of this License by the Participating County; (b) operation, maintenance, use and occupancy of the Project; (c) any acts or omissions of any contractor hired by the Participating

County or its agents or subcontractor hired by such contractor; and (d) personal injury, bodily injury or property damage resulting from the Activities of the Participating County, its employees, consultants, representatives and contractors (collectively, “Claims”). The Participating County’s obligation to indemnify, defend and save harmless the Indemnitees shall extend to all Claims arising, occurring, alleged, or made at any time, including prior to, during, or after the period that this License is in full force and effect. The Participating County shall not be obligated to provide indemnity or defense for an Indemnitee where the claim arises out of the active negligence or willful misconduct of the Indemnitee. The indemnification obligations of the Participating County set forth in this Section shall survive any termination of this License.

8. Insurance – The Participating County shall maintain the following insurances: 1) Commercial General Liability with limits of no less than one million dollars (\$1,000,000) per occurrence and Fire Legal Liability of no less than five hundred thousand dollars (\$500,000); 2) Automobile Liability with a combined single limit of no less than one million dollars (\$1,000,000) per accident and 3) Workers Compensation as required by law and Employers Liability with limits of no less than one million dollars (\$1,000,000) per occurrence. The Participating County shall be solely responsible for monitoring and ensuring that the necessary Workers Compensation Insurance is in effect for all persons entering onto the Site.
9. Utilities – The Department makes no guarantee as to the reliability or availability of utility services. The Department shall not supply any utility services to the Site or the Project.
10. Taxes and Assessments – It is expressly understood that this License is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Site or the Project to the Participating County. Any such acquisition of use rights shall be separate agreements at the sole discretion of the Department and the Board. Should taxes or assessments be levied upon any interest in this License, the Participating County agrees to pay all lawful taxes, assessments or charges created by this License. It is understood that this License may create a possessory interest subject to property taxation and the Participating County may be subject to the payment of property taxes levied on such interest.
11. Continuing Liability – No termination of this License shall release the Participating County from any liability or obligations hereunder resulting from any acts, omissions or events happening prior to the termination of this License and restoration of the Site to its prior condition.
12. Attorneys’ Fees – In the event of a dispute between the Parties with respect to the terms or condition of this License, it is agreed that each Party, including the prevailing Party, must bear its own costs and attorneys’ fees.
13. Assignment, Subletting and Change in Use – The Participating County shall not transfer or assign this License and shall not sublet, license, permit or suffer any use of the Site or the Project or any part thereof.

14. Notices –

- a. All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service), sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below.
- b. All such notices or other communications shall be deemed received upon the earlier of 1) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notices or 2) if mailed as provided above, on the date of receipt or rejection.

[To the Department: California Department of Corrections and Rehabilitation
9838 Old Placerville Road, Suite B
Sacramento, CA 95827
Attention: Deputy Director, Facility Planning, Construction and Management
Facsimile: 916-322-5717]

To the Board: State Public Works Board
915 L Street, 9th Floor
Sacramento, CA 95814
Attention: Executive Director
Facsimile: 916-449-5739

To the Participating County: _____ [County Name]
_____ [Address 1]
_____ [Address 2]
Attention: _____
Facsimile: _____

- c. Notice of change of address or telephone number shall be given by written notice in the manner described in this Paragraph. The Participating County is obligated to notice all State offices listed above and the failure to provide notice to all State offices will be deemed to constitute a lack of notice.

15. Entire Agreement – This License contains all the agreements of the Parties regarding right of entry for construction and supersedes any prior License or negotiations. There have been no representations by the Department or understandings made between the Department and the Participating County regarding right of entry for construction and operation other than those set forth in this License. This License may not be modified except by a written instrument duly executed by the Parties hereto with the consent of the Board.

16. Counterparts – This License may be executed in one or more counterparts, each of which shall be deemed as original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this License by their duly authorized representatives on the date first above written.

THE COUNTY _____

By: _____

Name:

Title:

**[DEPARTMENT OF CORRECTIONS
AND REHABILITATION OF THE
STATE OF CALIFORNIA]**

By: _____

Name:

Title:

**CONSENT: STATE PUBLIC
WORKS BOARD OF THE
STATE OF CALIFORNIA**

By: _____

Name:

Title: [Executive Director or Deputy
Director]

**APPROVED: DEPARTMENT OF
GENERAL SERVICES OF THE
STATE OF CALIFORNIA**
(Pursuant to Government Code Section 11005)

By: _____

Name:

Title:

DOC # 2014-0509227



NOV 21, 2014 10:33 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00

PAGES: 28



**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

STRADLING YOCCA CARLSON & RAUTH
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attention: Robert J. Whalen, Esq.

FB
289
1062

FACILITY SUBLEASE

by and between the

**DEPARTMENT OF CORRECTIONS AND REHABILITATION
OF THE STATE OF CALIFORNIA,
as Sublessor**

and

**COUNTY OF SAN DIEGO,
as Sublessee**

Dated as of October 15, 2014

**SAN DIEGO JAIL
(SAN DIEGO COUNTY)**

NO DOCUMENTARY TRANSFER TAX DUE. This Facility Sublease is recorded for the benefit of the State of California and is exempt from California documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code and from recording fees pursuant to Sections 6103 and 27383 of the California Government Code.

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FACILITY SUBLEASE

This Sublease, dated as of October 15, 2014 (this "Facility Sublease"), is made and entered into by and between the DEPARTMENT OF CORRECTIONS AND REHABILITATION OF THE STATE OF CALIFORNIA, as sublessor (the "Department"), and the COUNTY OF SAN DIEGO, a political subdivision of the State of California, as sublessee (the "Participating County").

RECITALS

WHEREAS, pursuant to Chapter 3.11 of Part 10b of Division 3 of the California Government Code (the "Law"), the State Public Works Board of the State of California (the "Board") is authorized to finance the acquisition, design, and construction of a local jail facility approved by the Corrections Standards Authority¹ (the "CSA") pursuant to Section 15820.906 and following, as amended, of the Government Code of the State (the "AB 900 Jail Financing Program"); and

WHEREAS, the Participating County, the Board, the Department and the CSA have previously entered into that certain Project Delivery and Construction Agreement dated as of September 13, 2013 (the "Project Agreement") with respect to the construction of a jail facility (the "Project"); and

WHEREAS, pursuant to the provisions of the Project Agreement the Participating County has constructed the Project, which is located at 451 Riverview Parkway, Santee, California 92071, on the real property described in Exhibit A hereto (the "Site"), fee title to which is owned by the Participating County; and

WHEREAS, the Participating County, as fee owner of the Site, has leased the Site to the Department pursuant to a Ground Lease, dated September 13, 2013, executed by and between the Participating County, as landlord, and the Department, as tenant, and consented to by the Board, and recorded on November 14, 2013 in the Official Records of the County of San Diego as Document No. 2013-0673995 (the "Ground Lease"); and

WHEREAS, further to the terms of the Ground Lease, the Department and the Participating County also entered into that certain Easement Agreement for Grants of Access, Utilities and Repairs Easements dated as of September 13, 2013 and recorded on November 14, 2013 in the Official Records of the County of San Diego as Document No. 2013-0673994 (the "Easement Agreement") pursuant to which the Participating County granted to the Department and the Board certain appurtenant easements in certain property adjacent to the Site (the "Easement Property") necessary for the quiet enjoyment and beneficial use of the Site by the Department and the Board; and

WHEREAS, pursuant to the Law, the Board has issued its Lease Revenue Bonds (Department of Corrections and Rehabilitation) 2014 Series D (Various Correctional Facilities) (the "Bonds") to finance and refinance the Project, in conjunction with which the Department, as lessor, and the Board, as lessee, entered into a site lease dated as of October 15, 2014 (the "Site Lease"), providing for the sublease of the Site to the Board, and the Board, as sublessor, and the Department, as sublessee, entered into a facility lease dated as of October 15, 2014 (the "Facility Lease"),

¹ Pursuant to Penal Code Section 6024, as of July 1, 2012, the Corrections Standards Authority was abolished and replaced by the Board of State and Community Corrections.

providing for the leasing of the Site and the Project to the Department (the Site, together with the Project, the "Facility"); and

WHEREAS, the Site Lease and the Facility Lease will provide security for the Bonds which have been issued by the Board under an indenture dated as of April 1, 1994, as amended by the Tenth Supplemental Indenture, dated as of September 1, 1996, the Forty-Second Supplemental Indenture, dated as of October 1, 2002, the Fifty-Second Supplemental Indenture, dated as of October 15, 2004, and the Ninety-Third Supplemental Indenture, dated as of October 12, 2009 (collectively the "Master Indenture"), as supplemented by the One Hundred Twenty-Fifth Supplemental Indenture (together with the Master Indenture, the "Indenture") between the Board and the Treasurer of the State of California, as trustee (the "State Treasurer"); and

WHEREAS, the Department, pursuant to the Law, is authorized to enter into one or more subleases and/or contracts with the Participating County; and

WHEREAS, the Participating County, as sublessee, will be responsible for all the maintenance and operating costs for the Facility; and

WHEREAS, payment of the principal of and interest on the Bonds will be made through rental payments made under the Facility Lease by the Department from annual appropriations to the Department included in the State budget, but the costs of operating and maintaining the Facility will be paid by the Participating County; and

WHEREAS, it is the intent of the parties that, upon the payment in full of the Bonds and all other indebtedness incurred by the Board for the Project, if any, the Ground Lease, the Easement Agreement, the Site Lease, the Facility Lease and this Facility Sublease will terminate in accordance with their respective terms and fee title to the Project will vest in the Participating County pursuant to the terms and conditions in the Ground Lease.

NOW THEREFORE, the parties hereto mutually agree as follows:

SECTION 1. Definitions. Unless otherwise required by the context, all capitalized terms used herein and not defined herein shall have the meanings assigned such terms in the Facility Lease or the Indenture.

SECTION 2. Sublease of the Facility to the Participating County Subject to Facility Lease. The Participating County hereby leases the Facility from the Department, and the Department hereby leases the Facility to the Participating County, on the terms and conditions hereinafter set forth, subject to all easements, encumbrances and restrictions of record, including without limitation, the terms and conditions of the Site Lease and Facility Lease. This Facility Sublease is in all respects subordinate and subject to the Facility Lease. The Participating County covenants it shall continuously operate and maintain the Facility and shall have no right to abandon the Facility.

SECTION 3. Term. The term of this Facility Sublease shall commence on the date of initial issuance and delivery of the Bonds and shall terminate on the same date as the Facility Lease, unless such term is extended by the parties hereto, or unless sooner terminated as provided herein, provided, however, except as set forth in Section 10(b) or (c), no termination of this Facility Sublease shall occur until all the Bonds and all other indebtedness incurred by the Board for the Project, if any, have been fully repaid.

SECTION 4. Consideration and Conflict between Documents. The Department makes this Facility Sublease in consideration for the public benefit to the State of California (the "State") provided by the Project, which is described in Government Code Section 15820.904, and for undertaking by the Participating County of the financial obligations required under this Facility Sublease. This Facility Sublease is subject to the terms of the Ground Lease, Easement Agreement, Site Lease and Facility Lease and in the event of a conflict between this Facility Sublease and any of the Ground Lease, Easement Agreement, Site Lease or the Facility Lease, the provisions of the Ground Lease, Easement Agreement, Site Lease or the Facility Lease, as the case may be, shall control.

SECTION 5. Purpose and Use. The Site shall be used by the Participating County for the purpose of staffing, operating and maintaining the Project and appurtenances related thereto, in order to provide the Project and for such other purposes as may be ancillary and related thereto for State and local criminal justice agencies. The Participating County shall be required to obtain the prior written consent of the Department and the Board for any change in use of the Facility, or any part thereof and at the request of the Department or the Board, the Participating County shall furnish the Department and the Board with an opinion of nationally recognized bond counsel acceptable to the Board to the effect that such change in use will not, in and of itself, cause the interest on the Bonds to be included in gross income for federal income tax purposes.

SECTION 6. Obligations of Participating County.

(a) Maintenance, Repair, Replacement and Utilities. The Participating County shall, at its own cost and expense, pay for all maintenance and repair, both ordinary and extraordinary, of the Facility. The Participating County shall at all times maintain, or otherwise arrange for the maintenance of, the Facility in good condition, and the Participating County shall pay for, or otherwise arrange for, the payment of all utility services supplied to the Facility, and shall pay for, or otherwise arrange for, the payment of the costs of the repair and replacement of the Facility resulting from ordinary or extraordinary wear and tear or want of care on the part of the Participating County or any other cause (except for a catastrophic uninsured loss), and shall pay for, or otherwise arrange for, the payment of any insurance policies, except those provided by the Department pursuant to the Facility Lease.

(b) Rent. The Department shall pay all Base Rental and Additional Rental as defined in and as required under the Facility Lease. The Participating County shall pay upon the order of the Department or the Board as rent hereunder such amounts, if any, in each year as shall be required by the Department or Board for the payment of all applicable taxes and assessments of any type or nature assessed or levied by any governmental agency or entity having power to levy taxes or assessments charged to the Department, the Board or the State Treasurer affecting or relating to the Facility or their respective interests or estates therein. Except for the Base Rental and Additional Rental obligations and insurance obligations as specified in the Facility Lease, the Department shall have no duty under this Facility Sublease to pay for any other costs to maintain and operate the Facility. The rent required under this Section 6(b) shall be abated proportionately during any period in which the Department's obligation to pay rent under the Facility Lease shall be abated.

The Participating County shall submit to the Department within 15 Business Days of the adoption of the Participating County's budget each year, a copy of its approved and authorized budget that details the amounts allocated to maintain and operate the Facility, including any reserves. On September 1 of each year during the term of this Facility Sublease, the Department shall submit a

report to the Board including a summary of the information provided by the Participating County as set forth in this paragraph. This report shall be in a form approved by the Board and shall incorporate any other summary to be provided by the Department pursuant to the terms of any facility sublease entered into by the Department in connection with facilities constructed pursuant to the Law, as applicable.

SECTION 7. Insurance.

(a) Insurance Obligations of the Department. The Department will pay or cause to be paid the cost of all insurance required to be maintained under the Facility Lease. The Participating County will not be required to pay or reimburse the Department or any other State agency for these insurance costs or any deductible paid by the State. The Department will provide, or cause to be provided, proof of insurance coverage to the Participating County upon request of the Participating County.

In the event of (i) damage or destruction of the Facility caused by the perils covered by the insurance required under the Facility Lease and (ii) if the Board elects, under the terms of the Facility Lease and the Indenture, to redeem the outstanding Bonds, and (iii) if any insurance proceeds remain after the Bonds have been redeemed and such remaining proceeds are not needed under the terms of the Indenture, and (iv) such funds are distributed to the Department, then the Department agrees to distribute such funds to the Participating County.

The Department will not insure the Participating County's equipment, stored goods, other personal property, fixtures, or tenant improvements, nor such personal property owned by Participating County's, subtenants or assigns, if any, or invitees. The Department shall not be required to repair any injury or damage to any personal property or trade fixtures installed in the Facility by the Participating County caused by fire or other casualty, or to replace any such personal property or trade fixtures. The Participating County may, at its sole option and expense, obtain physical damage insurance covering its equipment, stored goods, other personal property, fixtures or tenant improvement or obtain business interruption insurance.

To the extent permitted by law, the Department and the Participating County agree to release the other and waive their rights of recovery against the other for damage to the Facility or their respective property at the Facility arising from perils insured under any commercial property insurance listed in this Facility Sublease or the Facility Lease. The property insurance policies of the Department and the Participating County shall contain a waiver of subrogation endorsement in favor of the other.

(b) Insurance Obligations of the Participating County. The Participating County, at its own cost and expense, shall secure and maintain or cause to be secured and maintained from an insurance company or companies approved to do business in the State of California and maintain during the entire term of this Facility Sublease, the following insurance coverage for the Facility:

(1) General liability insurance in an amount not less than one million Dollars (\$1,000,000) per occurrence. Evidence of such insurance shall be on a General Liability Special Endorsement form and should provide coverage for premises and operations, contractual, personal injury and fire legal liability;

(2) By signing this Facility Sublease, the Participating County hereby certifies that it is aware of the provisions of Section 3700, *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply, and it will cause its subtenants and assignees to comply, with such provisions at all such times as they may apply during the term of this Facility Sublease.

(3) Auto insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles or coverage for any auto.

(c) Additional Insureds. The Participating County agrees that the Department and the Board and their officers, agents and employees shall be included as additional insureds in all insurance required herein.

(d) Insurance Certificate. The Participating County shall submit or cause to be submitted to the Department, by no later than June 30th of each year, a certificate of insurance or other evidence of insurance in a form satisfactory to the Department demonstrating that the insurance required to be maintained by the Participating County hereunder is in full force and effect.

(e) Self-Insurance. Notwithstanding any other provision of this Section, the Participating County may satisfy the insurance obligations hereunder by a combination of commercial insurance, formal risk pooling under California statutory provisions, and/or a self-funded loss reserve in whatever proportions are deemed appropriate by the Participating County and acceptable to the Department and the Board. The Participating County shall furnish the Department and the Board with a certificate or other written evidence of the Participating County's election to provide or cause to be provided all or part of its coverage under a risk pooling, risk retention, or self-insurance program or any combination thereof.

SECTION 8. Assignment or Subletting of Facility.

(a) The Participating County shall not sublet or assign any portion of the Facility, or permit its subtenants to sublet or assign portions of the Facility, without obtaining the prior written consent and approval of the Department and the Board, which may be granted or denied in their sole discretion, to the form and substance of such sublease and the sublessee, and, provided further, that any such sublease shall be subject to the following conditions:

(1) Any sublease of the Facility by the Participating County shall explicitly provide that such sublease is subject to all rights of the Board under the Facility Lease, including, the Board's right to re-enter and re-let the Facility or terminate the Facility Lease upon a default by the Department and to all rights of the Department under this Facility Sublease including, the Department's right to re-enter and re-let the Facility or terminate this Facility Sublease upon a default by the Participating County; and

(2) At the request of the Department or the Board, the Participating County shall furnish the Department and the Board with an opinion of nationally recognized bond counsel acceptable to the Board to the effect that such sublease will not, in and of itself, cause the interest on the Bonds to be included in gross income for federal income tax purposes.

(b) The Participating County acknowledges that, if the Department breaches the terms of the Facility Lease, a remedy for such breach available to the Board under the Facility Lease is to enter and re-let the Facility to an entity other than the Department. If the Board, at its discretion, chooses to exercise this remedy, the Board agrees that its first offer to relet the Facility shall be made to the Participating County; provided, however, the terms of such offer shall be determined at the sole reasonable discretion of the Board.

(c) This Facility Sublease shall not be subordinated to any sublease.

SECTION 9. Hazardous Materials. The Participating County shall fully disclose in writing to the Department and the Board the existence, extent and nature of any Hazardous Materials (defined below), substances, wastes or other environmentally regulated substances, of which the Participating County has actual knowledge relative to the Facility. The Participating County further warrants, covenants and represents that it will promptly notify the Department and the Board in writing of any change in the nature or extent of any Hazardous Materials, substances or wastes maintained on, in, around or under the Facility or used in connection therewith, of which the Participating County gains actual knowledge, and will transmit to the Department and the Board copies of any citations, orders, notices or other material governmental or other communication received by the Participating County with respect to any other Hazardous Materials, substances, wastes or other environmentally regulated substances affecting the Facility. The Participating County shall ensure (as to itself), and shall use its best efforts to ensure (as to its contractors, consultants, sublessees and other agents), that all activities of the Participating County or any officers, employees, contractors, consultants, sublessees, or any other agents of the Participating County performed at the Facility will be in full compliance with all Environmental Laws, and further agrees that neither the Participating County nor its contractors, consultants, sublessees, agents, officers or employees will engage in any management of solid wastes or Hazardous Materials at the Facility which constitutes noncompliance with or a violation of any Environmental Law. If there is a release of Hazardous Materials on or beneath the Facility which constitutes noncompliance with or a violation of any Environmental Law, the Participating County shall promptly take all action necessary to investigate and remedy such release.

The Participating County shall defend, indemnify and hold the State of California, including, but not limited to, the Department, the Board and their officers, directors, agents, employees and successors and assigns (each, an "Indemnified Party" and, together, the "Indemnified Parties") harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including cleanup costs), judgments and expenses (including attorneys', consultants', or experts' fees and expenses of every kind and nature) suffered by or asserted against one or more of the Indemnified Parties as a direct or indirect result of any warranty or representation made by the Participating County in the preceding paragraph being false or untrue in any material respect or the breach of any obligation of the Participating County in the preceding paragraph or as a result of any act or omission on the part of the Participating County or any contractor, consultant, sublessee or other agent of the Participating County which constitutes noncompliance with or a violation of any Environmental Law. The indemnification obligations set forth in this paragraph shall survive any termination of this Facility Sublease.

"Hazardous Materials" means any substance, material, or waste which is or becomes, prior to the date of execution and delivery hereof, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous substance", "hazardous material", "toxic substance", "solid

waste”, “pollutant or contaminant”, “hazardous waste”, “extremely hazardous waste”, or “restricted hazardous waste” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) [42 U.S.C.A §§ 9601 *et seq.*]; the Resource Conservation and Recovery Act of 1976 (“RCRA”) [42 U.S.C.A §§ 6901 *et seq.*]; the Clean Water Act, also known as the Federal Water Pollution Control Act (“FWPCA”) [33 U.S.C.A §§ 1251 *et seq.*]; the Toxic Substances Control Act (“TSCA”) [15 U.S.C.A §§ 2601 *et seq.*]; the Federal Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A §§ 136 *et seq.*]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A §§ 9601 *et seq.*]; the Clean Air Act [42 U.S.C.A §§ 7401 *et seq.*]; the Safe Drinking Water Act [42 U.S.C.A §§ 300f *et seq.*]; the Solid Waste Disposal Act [42 U.S.C.A §§ 6901 *et seq.*]; the Surface Mining Control and Reclamation Act [30 U.S.C.A §§ 1201 *et seq.*]; the Emergency Planning and Community Right-to-Know Act [42 U.S.C.A §§ 11001 *et seq.*]; the Occupational Safety and Health Act [29 U.S.C.A §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [Health & Saf. Code §§ 25280 *et seq.*]; the California Hazardous Substances Account Act [Health & Saf. Code §§ 25300 *et seq.*]; the California Hazardous Waste Control Act [Health & Saf. Code §§ 25100 *et seq.*]; the California Safe Drinking Water and Toxic Enforcement Act [Health & Saf. Code §§ 25249.5 *et seq.*]; the Porter-Cologne Water Quality Act [Wat. Code §§ 13000 *et seq.*], including without limitation, Sections 25115, 25117 or 25122.7 of the California Health and Safety Code, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Talmer Hazardous Substance Account Act), (iii) defined as a “hazardous material”, “hazardous substance”, or “hazardous waste” under Section 25501 of the California Health and Safety Code.

“Environmental Laws” means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to Hazardous Materials to which the Participating County or the Facility is subject, including all those laws referenced above in the definition of Hazardous Materials.

SECTION 10. Termination, Breach, Default and Damages.

(a) This Facility Sublease shall terminate upon the occurrence of the expiration of the lease term as set forth in Section 3.

(b) If the Participating County shall fail to keep, observe or perform any term, covenant or condition contained herein to be kept or performed by the Participating County for a period of sixty (60) days after notice of the same has been given to the Participating County by the Department or the Board or for such additional time as is reasonably required, in the sole discretion of the Department, with the consent of the Board, to correct any of the same, the Participating County shall be deemed to be in default hereunder and it shall be lawful for the Department to exercise any and all remedies available pursuant to law or granted pursuant to this Facility Sublease. Upon any such default, the Department, in addition to all other rights and remedies it may have at law, shall, with the consent of the Board, have the option to do any of the following:

(1) To terminate this Facility Sublease in the manner hereinafter provided on account of default by the Participating County, notwithstanding any re-entry or re-letting of the Facility as hereinafter provided for in subparagraph (2) hereof, and to re-enter the Facility and remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and place such personal property in storage in any warehouse or other suitable place. In the

event of such termination, the Participating County agrees to immediately surrender possession of the Facility, without let or hindrance, and to pay the Department and the Board all damages recoverable at law that the Department may incur by reason of default by the Participating County, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Facility and removal and storage of such property by the Department or its duly authorized agents in accordance with the provisions herein contained. Neither notice to deliver up possession of the Facility given pursuant to law nor any entry or re-entry by the Department nor any proceeding in unlawful detainer, or otherwise, brought by the Department for the purpose of effecting such re-entry or obtaining possession of the Facility, nor the appointment of a receiver upon initiative of the Department to protect the Board's interest under the Facility Lease shall of itself operate to terminate this Facility Sublease, and no termination of this Facility Sublease on account of default by the Participating County shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Department shall have given written notice to the Participating County of the election on the part of the Department to terminate this Facility Sublease. The Participating County covenants and agrees that no surrender of the Facility or of the remainder of the term hereof or any termination of this Facility Sublease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Department by such written notice.

(2) Without terminating this Facility Sublease, (i) to enforce any term or provision to be kept or performed by the Participating County or (ii) to exercise any and all rights of entry and re-entry upon the Facility. In the event the Department does not elect to terminate this Facility Sublease in the manner provided for in subparagraph (1) hereof, the Participating County shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the Participating County, and notwithstanding any entry or re-entry by the Department or suit in unlawful detainer, or otherwise, brought by the Department for the purpose of effecting a re-entry or obtaining possession of the Facility. Should the Department elect to re-enter as herein provided, the Participating County hereby irrevocably appoints the Department as the agent and attorney-in-fact of the Participating County to re-let the Facility, or any part thereof, from time to time, either in the Department's name or otherwise, upon such terms and conditions and for such use and period as the Department may deem advisable and to remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and to place such personal property in storage in any warehouse or other suitable place, for the account of and at the expense of the Participating County, and the Participating County hereby exempts and agrees to save harmless the Department from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Facility and removal and storage of such property by the Department or its duly authorized agents in accordance with the provisions herein contained except for any such costs, loss or damage resulting from the intentional or negligent actions of the Department or its agents. The Participating County agrees that the terms of this Facility Sublease constitute full and sufficient notice of the right of the Department to re-let the Facility in the event of such re-entry without effecting a surrender of this Facility Sublease. The Participating County further agrees that no acts of the Department in effecting such re-letting shall constitute a surrender or termination of this Facility Sublease irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the Participating County the right to terminate this Facility Sublease shall vest in the Department to be effected in the sole and exclusive manner provided for in subparagraph (1) hereof. The Participating County further agrees to pay the Department the cost of any alterations or additions to the Facility necessary to place the Facility in condition for re-letting immediately

upon notice to the Participating County of the completion and installation of such additions or alterations.

(c) This Facility Sublease may be terminated at the option of the Board if the Board determines to exercise its right to enter and re-let the Facility under the Facility Lease pursuant to a default by the Department thereunder.

(d) In addition to any default resulting from breach by the Participating County of any term or covenant of this Facility Sublease, if (1) the Participating County's interest in this Facility Sublease or any part thereof be assigned, sublet or transferred without the prior written consent to the Department and the Board, either voluntarily or by operation of law, or (2) the Participating County or any assignee shall file any petition or institute any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the Participating County asks or seeks or prays to be adjudicated as bankrupt, or is to be discharged from any or all of the Participating County's debts or obligations, or offers to the Participating County's creditors to effect a composition or extension of time to pay the Participating County's debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of the Participating County's debts or for any other similar relief, or if any such petition or if any such proceedings of the same or similar kind or character be filed or be instituted or taken against the Participating County, or if a receiver of the business or of the property or assets of the Participating County shall be appointed by any court, except a receiver appointed at the insistence or request of the Department or the Board, or if the Participating County shall make a general or any assignment for the benefit of the Participating County's creditors, or (3) the Participating County shall abandon the Facility, then the Participating County shall be deemed to be in default hereunder.

(e) The Department shall in no event be in default in the performance of any of its obligations hereunder unless and until the Department shall have failed to perform such obligations within sixty (60) days or such additional time as is reasonably required to correct any such default after notice by the Participating County to the Department that the Department has failed to perform any such obligation.

(f) The Participating County hereby waives any and all claims for damages caused or which may be caused by the Department in re-entering and taking possession of the Facility as herein provided and all claims for damages that may result from the destruction of or injury to the Facility and all claims for damages to or loss of any property belonging to the Department, or any other person, that may be in or upon the Facility, except for such claims resulting from the intentional or negligent actions of the Department or its agents.

Each and all of the remedies given to the Department hereunder or by any law now or hereafter enacted are cumulative and the single or partial exercise of any right, power or privilege hereunder shall not impair the right of the Department to other or further exercise thereof or the exercise of any or all other rights, powers or privileges. The term "re-let" or "re-letting" as used in this Section shall include, but not be limited to, re-letting by means of the operation or other utilization by the Department of the Facility. If any statute or rule of law validly shall limit the remedies given to the Department hereunder, the Department nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

The Participating County agrees to pay reasonable attorney's fees incurred by the Department in attempting to enforce any of the remedies available to the Department hereunder; whether or not a lawsuit has been filed. In the event that a lawsuit is filed that culminates in a judgment, then the prevailing party in such action shall be entitled to reasonable attorney's fees.

SECTION 11. Additions, Betterments, Extensions or Improvements; Prohibition Against Encumbrance.

(a) Subject to the limitations set forth in this Section 11, at its sole cost and expense, the Participating County shall have the right during the term of this Facility Sublease to make additions, betterments, extensions or improvements to the Facility or to attach fixtures, structures or signs to the Facility if such additions, betterments, extensions or improvements or fixtures, structures or signs are necessary or beneficial for the use of the Facility by the Participating County; provided, however, that any such changes to the Facility shall be made in a manner that does not result in an abatement of the rental hereunder or the rental due from the Department under the Facility Lease.

(b) If any proposed additions, betterments, extensions or improvements of the Facility require approval by the Board of State and Community Corrections, the Participating County shall, concurrently with the request for such approval(s), request the approval of the Department and the Board to such additions, betterments, extensions or improvements. The Participating County acknowledges the commencement of such additions, betterments, extensions or improvements shall be subject to receipt by the Participating County of the Board's approval thereto. In the event the Participating County shall at any time during the term of this Facility Sublease cause any additions, betterments, extensions or improvements to the Facility to be acquired or constructed or materials to be supplied in or upon the Facility, the Participating County shall pay or cause to be paid when due all sums of money that may become due, or purporting to be due for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the Participating County in, upon or about the Facility and shall keep the Facility free of any and all mechanics' or materialmen's liens or other liens against the Facility or the Department's or the Board's interest therein. In the event any such lien attaches to or is filed against the Facility or the Department's or the Board's interest therein, the Participating County shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the Participating County desires to contest any such lien it may do so. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the Participating County shall forthwith pay or cause to be paid and discharged such judgment. In accordance with Section 20, the Participating County agrees to and shall, to the maximum extent permitted by law, defend, indemnify and hold the Department, the Board, the State Treasurer and their officers, directors, agents, employees, successors and assigns harmless from and against and defend each of them against any claim, demand, loss, damage, liability or expense (including attorneys' fees) as a result of any such lien or claim of lien against the Facility or the Department's or the Board's interest therein.

(c) The Participating County agrees it will not create or suffer to be created any recorded or unrecorded mortgage, pledge, lien, charge, easement, rights of way or other rights, reservations, covenants, conditions, restrictions or encumbrance upon the Facility or the Easement Property except Permitted Encumbrances (defined below).

The term "Permitted Encumbrances" means as of any particular time: (1) liens for general ad valorem taxes and assessments, if any, not then delinquent; (2) the Site Lease and the Facility Lease, as they may be amended from time to time; (3) easements (including the Easement Agreement), rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, which exist of record as of the date of issuance of the Bonds; (4) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, established following the date of issuance of the Bonds and to which the Board consents in writing; and (5) subleases approved by the Board in accordance with Section 8 hereof.

(d) The Department hereby covenants and agrees that, except as set forth in Sections 8 and 10, neither this Facility Sublease nor any interest of either party in this Facility Sublease shall be sold, mortgaged, pledged, assigned, or transferred by voluntary act or by operation of law or otherwise.

(e) The Participating County shall not in any manner impair, impede, or challenge the security, rights and benefits of the owners of the Bonds or the trustee for the Bonds.

SECTION 12. Continuing Disclosure. The Participating County hereby covenants and agrees that it will fully cooperate with the Department, the Board and the State Treasurer so that they can comply with and carry out all of the provisions of the Continuing Disclosure Agreement and will provide all information reasonably requested by the Department, the Board or the State Treasurer regarding the Facility, in connection with continuing disclosure obligations. The Participating County further covenants to provide notice to the Department, the Board and the State Treasurer within five Business Days of the occurrence of any event which causes any portion of the Facility not to be available for beneficial use or occupancy by the Participating County.

SECTION 13. Status of Private Activity Use of the Facility. The Participating County hereby covenants and agrees to provide information to the Department and the Board by January 31 of each year regarding the private activity use, if any, of the Facility. Any such private use must be consistent with the Participating County's covenants pursuant to Section 14 hereof. The information that must be updated annually is set forth in the Tax Certificate that was executed and delivered by the Board upon the initial issuance of the Bonds and acknowledged to by the Participating County in its certificate attached to the Tax Certificate.

SECTION 14. Tax Covenants.

(a) The Participating County covenants that it will not use or permit any use of the Facility, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended; and any applicable regulations promulgated from time to time thereunder. The Participating County further covenants that it will not take any action or fail to take any action, if such action or the failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(b) The Participating County covenants that it will not use or permit more than 10% of (i) the proceeds of the Bonds or the Project to be used in the aggregate for any activities that constitute a "Private Use" (as such term is defined in paragraph (d) below). The Participating County covenants that it will not cause more than 10% of the principal of or interest on the Bonds under the

terms thereof or any underlying arrangement, to be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or which will be derived from payments in respect of property used for a Private Use.

(c) The Participating County covenants that it shall not take or permit to be taken any action or actions which would cause more than 5% of the proceeds of the Bonds or the Project to be used for a Private Use that is unrelated or disproportionate to the governmental use of the proceeds of the Bonds (an "Unrelated or Disproportionate Use") or to cause more than 5% of the principal of or interest on the Bonds to be directly or indirectly secured by any interest in property used or to be used for a Private Use that is an Unrelated or Disproportionate Use or in payments in respect of property used or to be used for a Private Use that is an Unrelated or Disproportionate Use.

(d) The term "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities other than a "governmental person," which is defined within Treasury Regulation Section 1.141 1(b) as a state or local governmental unit or any instrumentality thereof. A "governmental person" does not include the United States or any agency or instrumentality thereof. The leasing of property financed or refinanced with proceeds of the Bonds or the use by or the access of a person or entity other than a governmental unit to property or services on a basis other than as a member of the general public shall constitute a Private Use. Private Use may also result from certain management and service contracts as described in paragraph (e) below.

(e) The Participating County will not enter into any arrangement with any person or entity other than a state or local governmental unit which provides for such person to manage, operate, or provide services with respect to the Facility (or any portion thereof) (a "Service Contract"), unless the guidelines set forth in Revenue Procedure 97-13, as modified by Revenue Procedure 2001-39 (the "Guidelines"), are satisfied and the Board, in its discretion, consents to such Service Contract.

(f) The Participating County covenants to maintain records relating to the Project as required by Sections 7.1 and 7.2 of the Project Agreement and such other records as are required to be maintained by it in accordance with the Tax Certificate.

SECTION 15. No Merger. The parties hereto intend that there shall be no merger of any estate or interest created by this Facility Sublease with any other estate or interest in the Facility, or any part thereof, by reason of the fact that the same party may acquire or hold all or any part of the estate or interest in the Facility created by this Facility Sublease as well as another estate or interest in the Facility.

SECTION 16. Waste. The Participating County shall not commit, suffer, or permit any waste or nuisance on or within the Facility or any acts to be done thereon in violation of any laws or ordinances.

SECTION 17. Amendments. This Facility Sublease may not be amended, changed, modified or altered without the prior written consent of the parties hereto and the Board.

SECTION 18. Waiver. Any waiver granted by the Department of any breach by the Participating County of any agreement, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other agreement, covenant or condition hereof. The Department shall not grant any such waiver without the prior written consent of the Board.

SECTION 19. Non-Liability of the Department and other State Entities. Any obligation of the Department created by or arising out of this Facility Sublease shall not impose a debt or pecuniary liability upon the Department, the Board or the State of California, or a charge upon the general credit or taxing powers thereof, but shall be payable solely out of funds duly authorized and appropriated by the State.

The delivery of this Facility Sublease shall not, directly or indirectly or contingently, obligate the Board, the Department, the State Treasurer or the State of California to levy any form of taxation therefor or to make any appropriation. Nothing herein or in the proceedings of the Participating County, the Board or the Department shall be construed to authorize the creation of a debt of the Board, the Department, the State Treasurer or the State of California, within the meaning of any constitutional or statutory provision of the State of California. No breach of any pledge, obligation or agreement made or incurred in connection herewith may impose any pecuniary liability upon, or any charge upon the general credit of the Board, the Department or the State of California.

SECTION 20. Indemnification. As required by California Government Code Section 15820.905, the Participating County agrees to indemnify, defend, and hold harmless the Indemnified Parties for any and all claims and losses accruing and resulting from or arising out of the Participating County's use and occupancy of the Facility, including the use and occupancy of the Facility by any sublessee or invitee of the Participating County. The Participating County's obligation to indemnify, defend and hold harmless under this Section shall extend to all such claims and losses arising, occurring, alleged, or made at any time, including prior to, during, or after the period that this Facility Sublease is in full force and effect. Notwithstanding the preceding sentence, the Participating County will not be required to indemnify, defend or hold harmless an Indemnified Party from any claim which arises, in whole or in part, from the gross negligence or willful misconduct or omission of such Indemnified Party. The indemnification obligations of the Participating County set forth in this Section shall survive any termination of this Facility Sublease.

SECTION 21. Law Governing. This Facility Sublease shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same from time to time exist. Any action or proceeding to enforce or interpret any provision of this Facility Sublease shall, to the extent permitted by law, be brought, commenced or prosecuted in the courts of the State located in the County of Sacramento, California.

SECTION 22. Headings. All section headings contained in this Facility Sublease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Facility Sublease.

SECTION 23. Notices. All approvals, authorizations, consents, demands, designations, notices, offers, requests, statements or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Department: Department of Corrections and Rehabilitation
of the State of California
9838 Old Placerville Road, Suite B
Sacramento, CA 95827
Attention: Director, Facility Planning, Construction
& Management

To the Board: State Public Works Board
915 "L" Street, 9th Floor
Sacramento, CA 95814
Attention: Executive Director

To the State Treasurer: Treasurer of the State of California
Public Finance Division
915 Capitol Mall, Room 261
Sacramento, CA 95814
Attention: Director, Public Finance Division

To the Participating County: County of San Diego
1600 Pacific Highway
San Diego, CA, 92101
Attention: County Administrative Officer

The address to which notices shall be mailed as aforesaid to any party may be changed by written notice given by such party to the others as hereinabove provided.

SECTION 24. Successors and Assigns. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

SECTION 25. Validity and Severability. If for any reason this Facility Sublease or any part thereof shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by the Department or by the Participating County, all of the remaining terms of this Facility Sublease shall nonetheless continue in full force and effect. If for any reason it is held by such a court that any of the covenants and conditions of the Participating County hereunder, including the covenant to pay rentals hereunder, is unenforceable for the full term hereof, then and in such event this Facility Sublease is and shall be deemed to be a lease from year to year under which the rentals are to be paid by the Participating County annually in consideration of the right of the Participating County to possess, occupy and use the Facility, and all the other terms, provisions and conditions of this Facility Sublease, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect, to the extent permitted by law.

SECTION 26. Execution. This Facility Sublease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Facility Sublease. It is also agreed that separate counterparts of this Facility Sublease may separately be executed by the Department, the Participating County and any other signatory hereto, all with the same force and effect as though the same counterpart had been executed by the Department, the Participating County and such other signatory.

SECTION 27. Multiple Originals. This Facility Sublease may be executed in any number of originals, each of which shall be deemed to be an original.

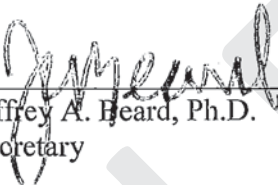
SECTION 28. Net Lease. This Facility Sublease shall be deemed and construed to be a "net lease" and the Participating County hereby agrees that the rentals provided for herein shall be an absolute net return to the Department, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 29. Board as Third Party Beneficiary. The Board is a third party beneficiary of this Facility Sublease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Department and the Participating County have caused this Facility Sublease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

DEPARTMENT OF CORRECTIONS AND
REHABILITATION OF THE STATE OF
CALIFORNIA

By: 
Name: Jeffrey A. Beard, Ph.D.
Title: Secretary

APPROVED (Pursuant to Government Code
section 11005.2):

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA

By: _____
Name: Michael Butler
Title: Chief Real Property Services Section

CONSENT AND ACKNOWLEDGEMENT OF
THE BOARD:

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Name: Stephen Benson
Title: Deputy Director

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On October 22, 2014, before me, Krystal Powell, Notary Public, personally appeared Jeffrey A. Beard, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal


SIGNATURE OF NOTARY PUBLIC



EXAMINE


IN WITNESS WHEREOF, the Department and the Participating County have caused this Facility Sublease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

DEPARTMENT OF CORRECTIONS AND
REHABILITATION OF THE STATE OF
CALIFORNIA

By: _____
Name: Jeffrey A. Beard, Ph.D.
Title: Secretary

APPROVED (Pursuant to Government Code
section 11005.2):

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA

By: 
Name: Michael Butler
Title: Chief Real Property Services Section

CONSENT AND ACKNOWLEDGEMENT OF
THE BOARD:

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: _____
Name: Stephen Benson
Title: Deputy Director

IN WITNESS WHEREOF, the Department and the Participating County have caused this Facility Sublease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

DEPARTMENT OF CORRECTIONS AND
REHABILITATION OF THE STATE OF
CALIFORNIA

By: _____
Name: Jeffrey A. Beard, Ph.D.
Title: Secretary

APPROVED (Pursuant to Government Code
section 11005.2):

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA

By: _____
Name: Michael Butler
Title: Chief Real Property Services Section

CONSENT AND ACKNOWLEDGEMENT OF
THE BOARD:

STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

By: Stephen Benson
Name: Stephen Benson
Title: Deputy Director

COUNTY OF SAN DIEGO

By: *April F. Heinze*
Name: April F. Heinze, PE
Title: Director, Department of General Services

APPROVED AS TO FORM:

Thomas E. Montgomery
County Counsel

By: *Thomas E. Montgomery* for
Name: Thomas E. Montgomery
Title: County Counsel

EXAMPLE

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

SS

On 10-23-14, before me, ANGELA JACKSON-LLAMAS, Deputy County Clerk in and for said County and State personally appeared April F. Heinze

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 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.



Ernest J. Dronenburg, Jr.,
County Assessor, Recorder, County Clerk



ANGELA JACKSON-LLAMAS- Deputy

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Facility conveyed under the foregoing to the County of San Diego, a political subdivision duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of San Diego, pursuant to authority conferred by resolution of the Board of Supervisors adopted on September 23, 2014 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: October 23, 2014

COUNTY OF SAN DIEGO

By: _____

Name: April F. Heinze, PE

Title: Director, Department of General Services

EXHIBIT A

LEGAL DESCRIPTION OF SITE
SAN DIEGO JAIL

Parcel No. 2013-0171-A

(9-07-2013)

That portion of the Remainder Parcel of Parcel Map No. 20177, in the County of San Diego, State of California according to Parcel Map thereof filed in the Office of the County Recorder of said County, December 21, 2006 as instrument 2006-0905062, more particularly described as follows:

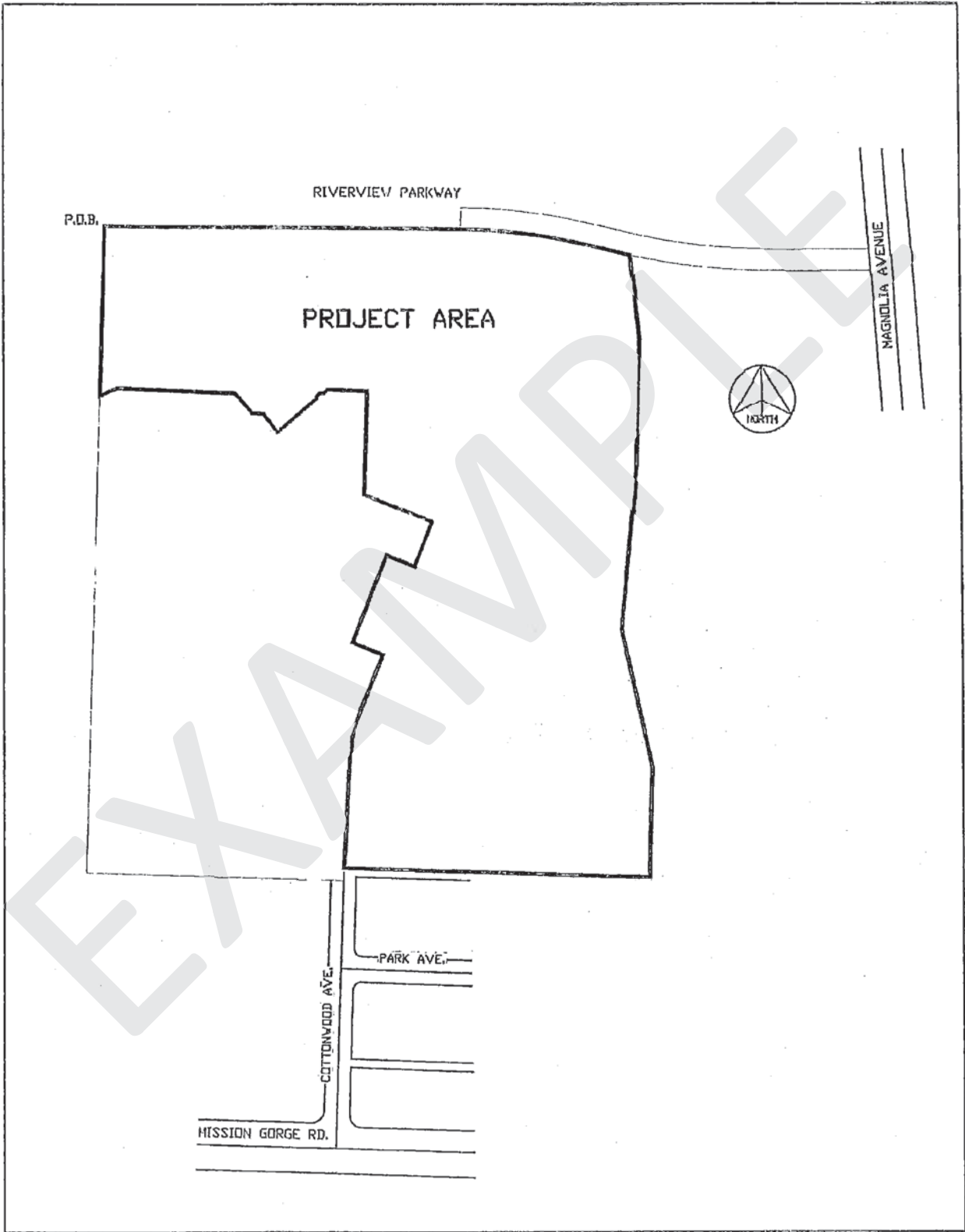
BEGINNING at the Northwest corner of said Remainder Parcel of said Parcel Map 20177, also being the Southerly 51 foot half width sideline of Riverview Parkway as shown on said Parcel Map.;
THENCE along the Northerly line of said remainder parcel and said sideline, South 89°27'57" East, 851.84 feet to the beginning of a tangent 1349 foot radius curve concave Southerly;
THENCE continuing along the Northerly line of said remainder parcel line and the Southerly sideline of said roadway, Easterly along the arc of said curve through a central angle of 12°32'02", an arc distance of 295.10 feet;
THENCE continuing along the Northerly line of said remainder parcel line and the Southerly sideline of said roadway, tangent to said curve, South 76°55'55" East, 114.24 feet;
THENCE leaving the Northerly line of said remainder parcel line and the Southerly sideline of said roadway, South 06°11'22" East, 198.57 feet;
THENCE South 01°30'36" West, 297.89 feet;
THENCE South 05°27'52" West, 389.08 feet;
THENCE South 12°24'57" East, 332.78 feet;
THENCE South 01°43'22" West, 259.86 feet to the Southerly line of said Remainder Parcel;
THENCE along said Southerly line, North 88°16'38" West, 729.15 feet to the centerline of Cottonwood Avenue as said road is shown in Map 817 filed in said County Recorder's Office;
THENCE leaving said Southerly line, North 03° 01' 15" East, 307.30 feet;
THENCE North 21° 39' 38" East, 210.76 feet;
THENCE North 68° 05' 20" West, 77.99 feet;
THENCE North 21° 39' 38" East, 221.62 feet;
THENCE South 68° 05' 20" East, 71.80 feet;
THENCE North 21° 39' 38" East, 113.92 feet;
THENCE North 68° 05' 20" West, 173.41 feet;
THENCE North 01° 50' 17" East, 242.66 feet;
THENCE North 87° 31' 24" West, 93.66 feet;
THENCE South 51° 07' 19" West, 13.91 feet to the beginning of a non-tangent 13.50 foot radius curve, concave Southeasterly, a radial to said curve at said point bears North 11° 42' 45" East;
THENCE Westerly and Southwesterly along the arc of said curve, through a central angle of 101° 10' 39" a distance of 23.84 feet;
THENCE South 51° 07' 19" West, 123.31 feet;
THENCE North 38 04' 45" West, 54.32 feet;
THENCE North 85 16' 31" West, 27.32 feet;
THENCE North 42 14' 44" West, 62.08 feet;
THENCE North 87 32' 23" West, 279.35 feet;
THENCE South 66 03' 42" West, 43.78 feet to a point on the Westerly line of said remainder parcel;
THENCE along the Westerly line of said remainder parcel, North 01°45'11" East, 400.00 feet to the POINT OF BEGINNING.

Said described parcel contains 28.05 acres, more or less, subject to any and all easements, reservations, restrictions and conveyances of record.

SHT 1 OF 1



**Map of Site
San Diego Jail**



LEGAL DESCRIPTION OF PROJECT DRIVEWAY
SAN DIEGO JAIL

Parcel No. 2009-0171-C

(9-07-13)

That portion of the Remainder Parcel of Parcel Map No. 20177, in the County of San Diego, State of California according to Parcel Map thereof filed in the Office of the County Recorder of said County, December 21, 2006 as instrument 2006-0905062, being a private access easement 51 feet in width, also a portion of the Southerly 51 foot wide half width of Riverview Parkway as dedicated to and accepted by the City of Santee on said Parcel Map 20177, the Southerly line of said strip being more particularly described as follows:

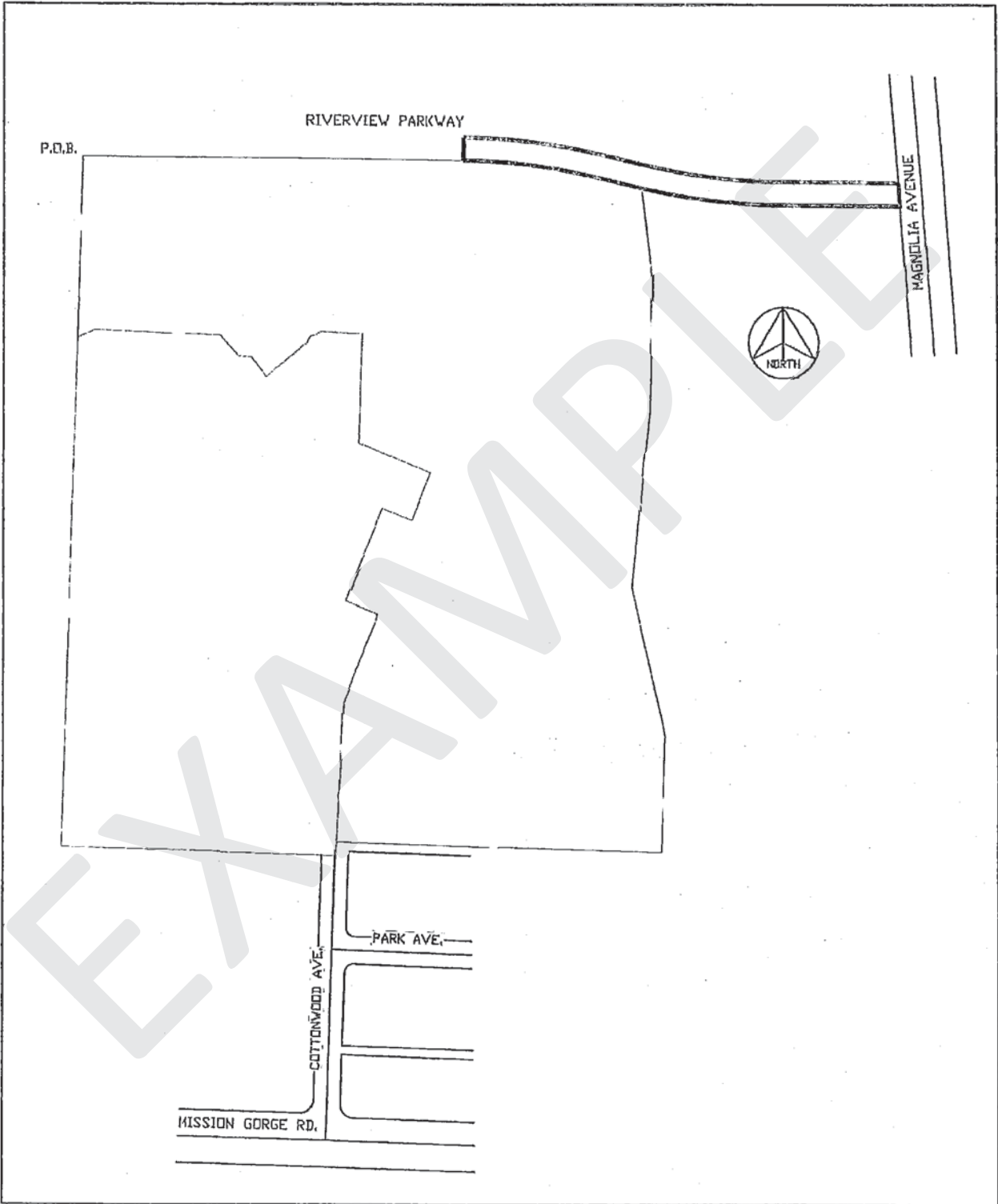
COMMENCING at the Northeasterly corner of Parcel 6 of said Parcel Map 20177;
THENCE Easterly along the Southerly line Of Riverview Parkway per said Parcel Map 20177, a distance of 851.84 feet to the **TRUE POINT OF BEGINNING**;
THENCE continuing along the Southerly line of said Riverview Parkway, **TERMINATING** at the Westerly 51 foot half width sideline of Magnolia Avenue as shown on said Parcel Map 20177.

Said described parcel contains 2 acres, more or less, subject to any and all easements, reservations, restrictions and conveyances of record.



SHT 1 OF 1

**Map of Project Driveway
San Diego Jail**





NOV 21, 2014 10:33 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Dronenburg, Jr., COUNTY RECORDER
FEES: 0.00

PAGES: 26



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RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
STRADLING YOCCA CARLSON & RAUTH)
660 Newport Center Drive, Suite 1600)
Newport Beach, California 92660)
Attention: Robert J. Whalen, Esq.)

[Space above for Recorder's use]

FACILITY LEASE

by and between the

**STATE PUBLIC WORKS BOARD
OF THE STATE OF CALIFORNIA
as Lessor**

and

**DEPARTMENT OF CORRECTIONS AND REHABILITATION
OF THE STATE OF CALIFORNIA
as Lessee**

Dated as of October 15, 2014

**(SAN DIEGO JAIL)
(SAN DIEGO COUNTY)**

NO DOCUMENTARY TRANSFER TAX DUE.

This Facility Lease is recorded for the benefit of the State of California and is exempt from California documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code and from recording fees pursuant to Sections 6103 and 27383 of the California Government Code.

DEPARTMENT OF CORRECTIONS AND REHABILITATION

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FACILITY LEASE

THIS FACILITY LEASE, dated as of October 15, 2014 (the "Facility Lease"), by and between the STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA (the "Board"), as lessor, and the DEPARTMENT OF CORRECTIONS AND REHABILITATION OF THE STATE OF CALIFORNIA (the "Department"), as lessee;

WITNESSETH:

WHEREAS, the Board has financed a portion of the costs of the construction of the Project (as defined herein) by obtaining an interim loan (the "Loan") from the Pooled Money Investment Account pursuant to California Government Code Sections 16312 and 16313; and

WHEREAS, the Board intends to repay the Loan and finance the remaining costs of the construction of the Project (as defined herein) with a portion of the proceeds of the issuance and sale of the Board's Lease Revenue Bonds (Department of Corrections and Rehabilitation) 2014 Series D (Various Correctional Facilities) (the "Bonds") as authorized by the Act (as defined herein) and the Law (as defined herein), which Bonds will be secured, in part, by the Base Rental payments to be made under this Facility Lease;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

SECTION 1. Definitions.

Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Facility Lease, have the meanings below. All defined terms not otherwise defined herein shall have the meanings ascribed to them in the Indenture (defined below).

The term "Act" means the State Building Construction Act of 1955 (being Part 10b of Division 3 of Title 2 of the California Government Code commencing at Section 15800) and all laws amendatory thereof or supplemental thereto.

The term "Additional Rental" means the additional rental payments payable by the Department to or upon the order of the Board pursuant to Section 3(b) and Section 5(b) hereof for the purposes described in such Sections.

The term "Base Rental" means the base rental payments payable by the Department to the Board pursuant to Section 3(a) in order to pay a portion of the principal of and interest on the Bonds.

The term "Board" means the State Public Works Board of the State of California, an entity of state government duly organized and validly existing under and pursuant to Part 10.5 of Division 3 of Title 2 of the California Government Code, commencing at Section 15752.

The term "Bonds" means the State Public Works Board of the State of California Lease Revenue Bonds (Department of Corrections and Rehabilitation) 2014 Series D (Various Correctional Facilities) which are being issued by the Board under and pursuant to the Indenture, in part, to finance and refinance the costs of the construction of the Project and certain related costs.

The term "Business Day" means a day of the year other than a Saturday or Sunday or a day on which the State of California offices or banking institutions located in the State of California are required or authorized to remain closed.

The term "Continuing Disclosure Agreement" means that certain Continuing Disclosure Agreement among the Board, the Department, and the State Treasurer dated the date of issuance and delivery of the Bonds.

The term "Department" means the Department of Corrections and Rehabilitation of the State of California, an entity of state government duly organized and validly existing under and by virtue of the laws of the State, and any successor entity thereto.

The term "Facility" means the Site and the Project. The Facility is located at 451 Riverview Parkway, Santee, California 92071, and is known as the "San Diego Jail".

The term "Indenture" means, collectively, the Master Indenture as supplemented by the One Hundred Twenty-Fifth Supplemental Indenture, as said Indenture may from time to time be further amended or supplemented pursuant to the provisions thereof.

The term "Law" means Government Code sections 15820.90 through 15820.907, inclusive.

The term "Master Indenture" means the indenture for the Series I Projects, dated as of April 1, 1994, as amended by the Tenth Supplemental Indenture, dated as of September 1, 1996, the Forty-Second Supplemental Indenture, dated as of October 1, 2002, the Fifty-Second Supplemental Indenture, dated as of October 15, 2004, and the Ninety-Third Supplemental Indenture, dated as of October 12, 2009, each by and between the Board and the State Treasurer.

The term "One Hundred Twenty-Fifth Supplemental Indenture" means the One Hundred Twenty-Fifth Supplemental Indenture, dated as of October 15, 2014, between the Board and the State Treasurer, which is supplemental to the Master Indenture in accordance with the terms thereof.

The term "Participating County" means the County of San Diego and any successor entity thereto.

The term "Permitted Encumbrances" means as of any particular time: (1) liens for general ad valorem taxes and assessments, if any, not then delinquent; (2) the Site Lease and this Facility Lease, as they may be amended from time to time; (3) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, which exist of record as of the date of issuance of the Bonds; (4) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, established following the date of issuance of the Bonds and to which the Board consents in writing; (5) the Ground Lease (as defined in the Site Lease); and (6) that certain Facility Sublease, dated as of October 15, 2014, to be entered into by and between the Department and the Participating County in accordance with the provisions of the Project Delivery and Construction Agreement dated as of September 13, 2013 by and among the Board, the Department, the Participating County and the Corrections Standards Authority of the State of California.

The term "Project" means the buildings, structures, works and related improvements constructed or to be constructed on the Site, as more particularly described in Exhibit B hereto, and any and all additions, betterments, extensions and improvements thereto.

The term "Site" means that certain real property on which the Project is located, as more particularly described in Exhibit A to this Facility Lease.

The term "Site Lease" means the Site Lease, dated as of October 15, 2014, by and between the Department, as lessor, and the Board, as lessee, related to the Site, as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions thereof.

The term "State" means the State of California.

The term "State Treasurer" means the Treasurer of the State of California, or his successor, acting as trustee under and pursuant to the Indenture.

SECTION 2. Purpose and Term.

The Board leases the Facility to the Department and the Department leases the Facility from the Board on the terms and conditions hereinafter set forth and subject to all easements, encumbrances and restrictions of record as of the date hereof. The Department agrees and covenants during the term of this Facility Lease that, except as hereinafter provided, it will use the Facility only as part of a facility to afford the public the benefits contemplated by the Act, the Law and by this Facility Lease and so as to permit the Board to carry out its agreements and covenants contained in the Indenture and further agrees that it will not abandon the Facility.

The term of this Facility Lease will commence on the date of issuance of the Bonds and shall end on September 1, 2029, unless such term is extended or sooner terminated as hereinafter provided. If on September 1, 2029, the Bonds or other indebtedness incurred by the Board to pay for the Project are not fully paid and retired as a result of the Base Rental set forth on Schedule I not being paid when due, or as a result of the Base Rental payable hereunder having been abated at any time and for any reason, then the term of this Facility Lease shall be extended until the date upon which all Bonds and other indebtedness outstanding as a result of the nonpayment of such Base Rental are fully paid and retired, except that the term of this Facility Lease shall in no event be extended beyond September 1, 2039. If, prior to September 1, 2029, the portion of the Bonds and other indebtedness of the Board payable from the Base Rental shall have been fully paid and retired or the Site Lease shall have been terminated, then the term of this Facility Lease shall end simultaneously therewith.

SECTION 3. Rental.

The Department agrees to pay to the Board, its successors or assigns, without deduction or offset of any kind (except as set forth in Section 3(g) below), as rental for the use and occupancy of the Facility, the following amounts at the following times:

(a) Base Rental. In order to allow the Board to pay the principal of and interest on the Bonds when due, subject to the provisions of Section 3(g) below, the Department shall pay to the Board Base Rental hereunder in the semiannual installments set forth on attached Schedule I. Such Base Rental shall be due and payable on or before February 15 and August 15 in each year through August 15, 2029 and the first Base Rental installment will be due on February 15, 2015. If any date

for the payment of Base Rental is not a Business Day, such Base Rental shall be paid on the next succeeding Business Day. The payments of the Base Rental due on February 15 and August 15 of a calendar year as set forth in the attached Schedule I shall be for the right to the use and occupancy of the Facility for the preceding six-month period.

(b) Additional Rental. In addition to any amounts payable by the Department pursuant to Section 5(b) hereof, the Department shall pay to or upon the order of the Board as Additional Rental hereunder such reasonable amounts in each year as shall be required by the Board for the payment of all administrative costs and other expenses of the Board in connection with the Facility, including all expenses, compensation and indemnification of the State Treasurer payable by the Board under the Indenture, fees of accountants, fees of the Attorney General or attorneys, litigation costs, insurance premiums and all other necessary costs of the Board and the State Treasurer or charges required to be paid by them in order to comply with the terms of the Act, the Law, the Indenture or the Bonds. Such Additional Rental shall be billed by the Board or the State Treasurer from time to time, together with a statement certifying that the amount so billed has been paid by the Board or by the State Treasurer on behalf of the Board for one or more of the items above described, or that such amount is then payable by the Board or the State Treasurer on behalf of the Board for such items. Amounts so billed shall be due and payable by the Department within thirty (30) days after receipt of the bill by the Department.

(c) Total Rental. Such payments of Base Rental and Additional Rental for each rental payment period during the term of this Facility Lease shall constitute the total rental for such rental payment period, and shall be paid by the Department in each rental payment period for and in consideration of the right to the use and occupancy, and the continued quiet enjoyment, of the Facility during each such rental payment period for which such rental is paid. The parties hereto have agreed and determined that the amount of such total rental is consistent with and does not exceed the fair rental value of the Facility. In making such determination, consideration has been given to the costs of the construction of the Project, other obligations of the parties under this Facility Lease, the uses and purposes which may be served by the Facility and the benefits therefrom which will accrue to the Department and the general public.

(d) Payment Terms. Each installment of rental payable hereunder shall be paid in lawful money of the United States of America to or upon the order of the Board in Sacramento, California, or such other place as the Board shall designate. Any such installment of rental accruing hereunder which shall not be paid when due shall bear interest at the legal rate of interest per annum at which judgments for money in the State bear interest from the date when the same is due hereunder until the same shall be paid. Notwithstanding any dispute between the Board and the Department, the Department shall make all rental payments when due without deduction or offset of any kind and shall not withhold any rental payments pending the final resolution of such dispute.

(e) Covenant to Budget. The Department covenants to take such action as may be necessary to include or cause to be included all such rental payments due hereunder in that portion of the budget of the State related to the Department and to make or cause to be made the necessary annual allocations for all such rental payments. The Department further covenants to take all actions necessary and appropriate to assist in implementing the procedure contained in California Government Code Section 15848 for making rental payments under this Facility Lease if the required rental payments have not been included in the annual budget adopted by the State or the State is operating without a budget. The covenants on the part of the Department herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and

every public official of the Department to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Department to carry out and perform the agreements and covenants in this Facility Lease agreed to be carried out and performed by the Department.

(f) Order of Payments. All rental payments received shall be applied first to the Base Rental due hereunder and thereafter to all Additional Rental due hereunder, but no such application of any payments which are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

(g) Rental Abatement. The rental shall be abated proportionately during any period in which, by reason of any damage or destruction (other than by eminent domain which is provided for in Section 9 of this Facility Lease), or title defect in the Site, there is substantial interference with the use and occupancy of the Facility or any portion thereof by the Department. Such abatement shall continue for the period commencing with such damage or destruction or title defect and ending when such use and occupancy are restored. The Department waives the benefits of California Civil Code Sections 1932(2) and 1933(4) and any and all other rights to terminate this Facility Lease by virtue of any such damage or destruction.

SECTION 4. Financing the Project.

The Board agrees to use a portion of the proceeds of the Bonds to finance and refinance the costs of the construction of the Project and certain related costs (or for making reimbursements to the Board or any other state agency, public agency, person, firm or corporation for such costs theretofore paid by him, her or it), to pay the Loan and all costs incidental to or connected with such construction, and to pay for the costs of issuance related to the Bonds.

SECTION 5. Maintenance, Utilities, Taxes and Assessments.

(a) During such time as the Department is in possession of the Facility, all maintenance and repair, both ordinary and extraordinary, of the Facility shall be the sole responsibility of the Department, which shall at all times maintain or otherwise arrange for the maintenance of the Facility in good condition, and the Department shall pay for or otherwise arrange for the payment of all utility services supplied to the Facility and shall pay for or otherwise arrange for the payment of the costs of the repair and replacement of the Facility resulting from ordinary wear and tear or want of care on the part of the Department or any other cause and shall pay for or otherwise arrange for the payment of all insurance policies required to be maintained with respect to the Facility. In exchange for the rentals herein provided, the Board agrees to provide only the Facility.

(b) The Department shall also pay to the Board or upon the order of the Board, as Additional Rental hereunder such amounts, if any, in each year as shall be required by the Board for the payment of all taxes and assessments of any type or nature assessed or levied by any governmental agency or entity having power to levy taxes or assessments charged to the Board or the State Treasurer affecting or relating to the Facility or the respective interests or estates therein, or the amount of rentals received by the Board hereunder.

SECTION 6. Changes to the Facility.

At its sole cost and expense, the Department shall have the right during the term of this Facility Lease to make additions, betterments, extensions or improvements to the Facility or to attach fixtures, structures or signs to the Facility if such additions, betterments, extensions or improvements or fixtures, structures or signs are necessary or beneficial for the use of the Facility by the Department; provided, however, that any such changes to the Facility shall be made in a manner that does not result in an abatement of Base Rental hereunder.

SECTION 7. Insurance.

(a) The Department shall maintain or cause to be maintained (i) fire, lightning and extended coverage insurance on the Facility which shall be in the form of a commercial property policy in an amount equal to one hundred percent (100%) of the then current replacement cost of the Facility, excluding the replacement cost of the unimproved real property constituting the Site (except that such insurance may be subject to a deductible clause of not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) for any one loss), and (ii) earthquake insurance (if, in the sole discretion of the Board, such insurance is available on the open market from reputable insurance companies at a reasonable cost) on any structure comprising part of the Facility in an amount equal to the full insurable value of such structure or the principal amount of the portion of the Outstanding Bonds issued to finance the Project, whichever is less (except that such insurance may be subject to a deductible clause of not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) for any one loss). The extended coverage endorsement shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, vandalism and malicious mischief and such other hazards as are normally covered by such endorsement. Each such policy of insurance shall be in a form satisfactory to the Board and shall contain a clause making all losses payable to the Board, the State Treasurer and the Department, as their interests may appear, and all proceeds thereof shall be paid over to the party contractually responsible for making repairs of casualty damage or to the Board to redeem the Bonds or any Related Series of Bonds as hereinafter provided.

In the event of any damage to or destruction of the Facility caused by the perils covered by the insurance described in the preceding paragraph, or in the event of a loss of use of all or a portion of the Facility due to a title defect for which the Board or the Department has obtained any title insurance, the proceeds of such insurance shall be utilized, in the discretion of the Board, either (i) to redeem Outstanding Bonds or a Related Series of Bonds to the extent possible and in accordance with the provisions of the Indenture, but only if the Base Rental payments due after such a redemption together with other Revenues available under the One Hundred Twenty-Fifth Supplemental Indenture would be sufficient to retire the Bonds then Outstanding in accordance with their terms, or (ii) for the repair, reconstruction or replacement of the Facility to the end that the Facility shall be restored to at least the same condition that it was in prior to such damage, destruction or loss of use. If the Board so elects to repair, reconstruct or replace the Facility, it shall do so with all practicable dispatch in an expeditious manner and in conformity with the law so as to complete the same as soon as possible. Any balance of such proceeds not required for such repair, reconstruction or replacement shall be transferred to the Board and treated as Revenues and applied in the manner provided in Section 4.03 of the Indenture.

(b) The Department shall maintain or cause to be maintained rental interruption insurance or use and occupancy insurance to cover loss, total or partial, of the use of the Facility as a result of any of the hazards covered by the insurance required by subsection (a) of this Section in an

amount not less than the succeeding two (2) consecutive years' Base Rental. Any such insurance policy shall be in a form satisfactory to the Board and shall contain a loss payable clause making any loss thereunder payable to the State Treasurer. Any proceeds of such insurance shall be used by the State Treasurer to reimburse the Department for any rental theretofore paid by the Department under this Facility Lease for a period of time during which the payment of rental hereunder is abated, and any proceeds of such insurance not so used shall be applied as provided in Section 4.03 of the Indenture to the extent required to pay annual debt service on the Bonds or shall be applied as provided in the Indenture to the extent required to pay administrative costs of the Board in connection with the Facility.

(c) The Department will deliver or cause to be delivered to the Board and the State Treasurer in the month of July in each year a schedule, in such detail as the State Treasurer in his discretion may request, setting forth the insurance policies then in force pursuant to this Section, the names of the insurers which have issued the policies, the amounts thereof and the property and risks covered thereby. Each such insurance policy shall require that the State Treasurer and the Board be given thirty (30) days' notice of any intended cancellation thereof or reduction of the coverage provided thereby. Delivery to the State Treasurer and the Board of the schedule of insurance policies under the provisions of this Section shall not confer responsibility upon the State Treasurer or the Board as to the sufficiency of coverage or amounts of such policies. If so requested in writing by the Board or the State Treasurer, the Department shall also deliver or cause to be delivered to the Board or the State Treasurer duplicate originals or certified copies of each insurance policy described in such schedule.

SECTION 8. Breach.

(a) If the Department shall fail to pay any rental payable hereunder when the same becomes due and payable, time being expressly declared to be of the essence of this Facility Lease, or the Department shall fail to keep, observe or perform any other term, covenant or condition contained herein to be kept or performed by the Department for a period of sixty (60) days after notice of the same has been given to the Department by the Board or the State Treasurer plus such additional time as may be reasonably required in the sole discretion of the State Treasurer to correct any of the same, or upon the happening of any of the events specified in subsection (b) of this Section, the Department shall be deemed to be in default under this Facility Lease and it shall be lawful for the Board to exercise any and all remedies available pursuant to law or granted pursuant to this Facility Lease. Upon any such default, the Board, in addition to all other rights and remedies it may have at law, shall have the option to do any of the following:

(1) To terminate this Facility Lease in the manner hereinafter provided on account of default by the Department, notwithstanding any re-entry or re-letting of the Facility as hereinafter provided for in subparagraph (2) hereof, and to re-enter the Facility and remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and place such personal property in storage in any warehouse or other suitable place. In the event of such termination, the Department agrees to immediately surrender possession of the Facility, without let or hindrance, and to pay the Board all damages recoverable at law that the Board may incur by reason of default by the Department, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Facility and removal and storage of such property by the Board or its duly authorized agents in accordance with the provisions herein contained. Neither notice to pay rent or to deliver up possession of the Facility given pursuant to law nor any entry or re-entry by the Board nor any proceeding in unlawful detainer, or otherwise,

brought by the Board for the purpose of effecting such re-entry or obtaining possession of the Facility nor the appointment of a receiver upon initiative of the Board to protect the Board's interest under this Facility Lease shall of itself operate to terminate this Facility Lease, and no termination of this Facility Lease on account of default by the Department shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Board shall have given written notice to the Department of the election on the part of the Board to terminate this Facility Lease. The Department covenants and agrees that no surrender of the Facility or of the remainder of the term hereof nor any termination of this Facility Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Board by such written notice.

(2) Without terminating this Facility Lease, (i) to collect each installment of rent as it becomes due and enforce any other term or provision hereof to be kept or performed by the Department, or (ii) to exercise any and all rights of entry and re-entry upon the Facility. If the Board does not elect to terminate this Facility Lease in the manner provided for in subparagraph (1) hereof, the Department shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the Department, and, if the Facility is not re-let, to pay the full amount of the rent to the end of the term of this Facility Lease or, if the Facility is re-let, to pay any deficiency in rent that results therefrom; and further agrees to pay such rent and/or rent deficiency punctually at the same time and in the same manner as hereinabove provided for the payment of rent hereunder, notwithstanding the fact that the Board may have received in previous years or may receive thereafter in subsequent years rental in excess of the rental herein specified, and notwithstanding any entry or re-entry by the Board or suit in unlawful detainer or otherwise, brought by the Board for the purpose of effecting such re-entry or obtaining possession of the Facility. Should the Board elect to re-enter as herein provided, the Department irrevocably appoints the Board as the agent and attorney-in-fact of the Department to re-let the Facility, or any part thereof, from time to time, either in the Board's name or otherwise, upon such terms and conditions and for such use and period as the Board may deem advisable and to remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and to place such personal property in storage in any warehouse or other suitable place for the Department, for the account of and at the expense of the Department, and the Department exempts and agrees to save harmless the Board from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Facility and removal and storage of such property by the Board or its duly authorized agents in accordance with the provisions herein contained except for any such costs, loss or damage resulting from the intentional or negligent actions of the Board or its agents. The Department agrees that the terms of this Facility Lease constitute full and sufficient notice of the right of the Board to re-let the Facility in the event of such re-entry without effecting a surrender of this Facility Lease, and further agrees that no acts of the Board in effecting such re-letting shall constitute a surrender or termination of this Facility Lease irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the Department, the right to terminate this Facility Lease shall vest in the Board to be effected in the sole and exclusive manner provided for in subparagraph (1) hereof. The Department further waives the right to any rental obtained by the Board in excess of the rental herein specified and conveys and releases such excess to the Board as compensation to the Board for its services in re-letting the Facility. The Department further agrees to pay the Board the cost of any alterations or additions to the Facility necessary to place the Facility in condition for re-letting immediately upon notice to the Department of the completion and installation of such additions or alterations.

The Department waives any and all claims for damages caused or which may be caused by the Board in re-entering and taking possession of the Facility as herein provided and all claims for damages that may result from the destruction of or injury to the Facility and all claims for damages to or loss of any property belonging to the Department, or any other person, that may be in or upon the Facility, except for such claims resulting from the intentional or negligent actions of the Board or its agents.

Upon the occurrence of an event of default, payments of Base Rental hereunder may not be accelerated.

Each and all of the remedies given to the Board hereunder or by any law now or hereafter enacted are cumulative and the single or partial exercise of any right, power or privilege hereunder shall not impair the right of the Board to other or further exercise thereof or the exercise of any or all other rights, powers or privileges. The term "re-let" or "re-letting" as used in this Section shall include, but not be limited to, re-letting by means of the operation or other utilization by the Board of the Facility. If any statute or rule of law validly shall limit the remedies given to the Board hereunder, the Board nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

If the Board shall prevail in any action brought to enforce any of the terms and provisions of this Facility Lease, the Department agrees to pay a reasonable amount as and for attorney's fees incurred by the Board in attempting to enforce any of the remedies available to the Board hereunder, whether or not a lawsuit has been filed and whether or not any lawsuit culminates in a judgment.

(b) In addition to any default resulting from breach by the Department of any term or covenant of this Facility Lease, if (1) the interest of the Department in this Facility Lease or any part thereof be assigned, sublet or transferred without the written consent of the Board, either voluntarily or by operation of law, or (2) the Department or any assignee shall file any petition or institute any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the Department asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of the debts or obligations of the Department, or offers to the Department's creditors to effect a composition or extension of time to pay the Department's debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of the Department's debts or for any other similar relief, or if any such petition or if any such proceedings of the same or similar kind or character be filed or be instituted or taken against the Department, or if a receiver of the business or of the property or assets of the Department shall be appointed by any court, except a receiver appointed at the instance or request of the Board, or if the Department shall make a general or any assignment for the benefit of the Department's creditors, or (3) the Department shall abandon the Facility, then the Department shall be deemed to be in default hereunder.

(c) The Board shall in no event be in default in the performance of any of its obligations hereunder unless and until the Board shall have failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any such default, after notice by the Department to the Board properly specifying wherein the Board has failed to perform any such obligation.

SECTION 9. Eminent Domain.

If the whole or any portion of the Facility shall be taken by eminent domain proceedings (or sold to a governmental entity threatening to exercise the power of eminent domain), the proceeds therefrom shall be deposited with the State Treasurer in a special fund in trust and shall be applied and disbursed by the State Treasurer as follows:

(a) If less than the entire Facility shall have been so taken and the remainder is usable for purposes substantially similar to those for which it was constructed, then this Facility Lease shall continue in full force and effect as to such remainder and (i) if the portion taken is replaced by a facility of equal or greater utility and of equal or greater fair rental value within or adjacent to such remainder, the State Treasurer shall disburse such proceeds to the party that incurred the expense of making such replacement and there shall not be any abatement of rental under this Facility Lease, or (ii) failing the making of such replacement, there shall be a partial abatement of rental under this Facility Lease and the State Treasurer shall apply such proceeds as specified in subsection (b).

(b) If less than the entire Facility shall have been so taken and the remainder is not usable for purposes substantially similar to those for which it was constructed, or if the entire Facility shall have been so taken, then the term of this Facility Lease shall cease as of the day that possession shall be so taken, and the State Treasurer shall apply such proceeds, together with any other money then available to the State Treasurer for such purpose, for the payment of the entire amount of principal then due or to become due upon the portion of the Outstanding Bonds issued to finance the Project, together with the interest thereon so as to enable the Board to retire such portion of the Bonds then Outstanding by redemption or by payment at maturity; except that if such proceeds, together with any other money, then lawfully available to it for such purpose, are insufficient to provide for the foregoing purpose, the State Treasurer shall apply such proceeds in accordance with the provisions of Section 8.03 of the Indenture so far as the same may be applicable.

SECTION 10. Right of Entry.

The Board shall have the right to enter the Facility during daylight hours (and in emergencies at all times) but only after giving notice to the Department and to the chief administrator at the Facility at least one hour prior to such entry to inspect the same for any purpose connected with the Department's rights or obligations under this Facility Lease, and for all other lawful purposes; provided, however, that any entry by, or denial of entry to, the Board or its agents shall at all times be subject to the security procedures of the Department.

SECTION 11. Liens; Prohibitions Against Encumbrance.

(a) In the event the Department shall at any time during the term of this Facility Lease cause any additions, betterments, extensions or improvements to the Facility to be constructed or materials to be supplied in or upon the Facility, the Department shall pay or cause to be paid when due all sums of money that may become due, or purporting to be due for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the Department in, upon or about the Facility and shall keep the Facility free of any and all mechanics' or materialmen's liens or other liens against the Facility or the Board's interest therein. In the event any such lien attaches to or is filed against the Facility or the Board's interest therein, the Department shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the Department desires to

contest any such lien it may do so. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and such stay thereafter expires, the Department shall forthwith pay or cause to be paid and discharged such judgment. The Department agrees to and shall, to the maximum extent permitted by law, indemnify and hold the Board, the State Treasurer, and their members, directors, agents, successors and assigns harmless from and against and defend each of them against any claim, demand, loss, damage, liability or expense (including attorneys' fees) as a result of any such lien or claim of lien against the Facility or the Board's interest therein.

(b) The Department agrees it will not create or suffer to be created any recorded or unrecorded mortgage, pledge, lien, charge, easement, rights of way or other rights, reservations, covenants, conditions, restrictions or encumbrance upon the Facility except Permitted Encumbrances. The Department acknowledges and agrees that notwithstanding the Board's consenting to the Facility Sublease as a Permitted Encumbrance, the execution and delivery of the Facility Sublease by the Department and Participating County shall in no way relieve the Department of any of its obligations under this Facility Lease.

SECTION 12. Quiet Enjoyment.

The parties hereto mutually covenant that the Department, so long as it keeps and performs the agreements and covenants herein contained and is not in default hereunder, shall at all times during the term of this Facility Lease peaceably and quietly have, hold and enjoy the Facility without suit, trouble or hindrance from the Board.

SECTION 13. Board Not Liable.

The Board and its members, officers and employees shall not be liable to the Department or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Facility, except any liability due to entry by the Board onto the Facility. The Department shall, to the extent permitted by law, indemnify and hold harmless the Board and its members, officers and employees from, and defend each of them against, any and all claims, liens and judgments for death of or injury to any person or damage to property whatsoever occurring in, on or about the Facility; provided, however, that such indemnity and holding harmless shall not include any such claims, liens and judgments arising due to the negligent or willful acts of the Board in connection with its entry onto the Facility.

SECTION 14. Title and Jurisdiction to Facility.

Upon the termination or expiration of this Facility Lease (other than as provided in Sections 8 and 9 of this Facility Lease), all interests in the Facility previously transferred to the Board under the Site Lease shall transfer in accordance with the Ground Lease (as defined in the Site Lease).

SECTION 15. Status of Private Activity Use of the Facility.

The Department hereby covenants and agrees to provide updated information to the Board and the State Treasurer annually regarding the private activity use, if any, of the Facility. The information that must be updated annually is set forth in the Tax Certificate that was executed and delivered by the Board upon the initial issuance of the Bonds.

SECTION 16. Tax Covenants.

The Department covenants that it will not use or permit any use of the Facility, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated from time to time thereunder. The Department further covenants that it will not take any action or fail to take any action, if such action or the failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds. The Department hereby covenants and agrees that it will cooperate with the Board and will provide all information reasonably requested by the Board regarding the Facility in connection with maintaining and using the Facility in compliance with covenants in the Tax Certificate or Section 141 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated from time to time thereunder.

SECTION 17. Continuing Disclosure.

The Department hereby covenants and agrees that it will cooperate with the Board and the State Treasurer to comply with and carry out all of the provisions of the Continuing Disclosure Agreement applicable to it, and will provide all information reasonably requested by the Board or the State Treasurer regarding the Facility in connection with continuing disclosure obligations. Notwithstanding any other provision of this Facility Lease, failure of the Department to comply with the Continuing Disclosure Agreement shall not be considered an event of default hereunder and shall not be deemed to create any monetary liability on the part of the Board, the Department or the State Treasurer to any other persons, including any Holder or Beneficial Owner of the Bonds; however, the State Treasurer may (and, at the request of the Holders or Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall), or any Holder or Beneficial Owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Department to comply with its obligations under this Section. For purposes of this paragraph, "Beneficial Owner" means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

SECTION 18. Law Governing.

This Facility Lease shall be governed exclusively by the provisions hereof and by the laws of the State as the same from time to time exist. Any action or proceeding to enforce or interpret any provision of this Facility Lease, to the extent permitted by law, shall be brought, commenced or prosecuted in Sacramento County, California.

SECTION 19. Notices.

All approvals, authorizations, consents, demands, designations, notices, offers, requests, statements or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and, if to the Department, addressed to the Department of Corrections and Rehabilitation at 9838 Old Placerville Road, Suite B, Sacramento, California 95827, Attention: Director, or, if to the Board, addressed to the Board, State of California, Department of General Services, Contracted Fiscal Services,

707 Third Street, 6th Floor, West Sacramento, California 95605, Attention: Manager of Contracted Fiscal Services, with a copy to the State Treasurer addressed to the Office of the State Treasurer, Public Finance Division, 915 Capitol Mall, Room 261, Sacramento, California 95814.

SECTION 20. Validity and Severability.

If for any reason this Facility Lease or any part thereof shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by the Board or by the Department, all of the remaining terms of this Facility Lease shall nonetheless continue in full force and effect. If for any reason it is held by such a court that any of the covenants and conditions of the Department hereunder, including the covenant to pay rentals hereunder, is unenforceable for the full term hereof, then and in such event this Facility Lease is and shall be deemed to be a lease from year to year under which the rentals are to be paid by the Department annually in consideration of the right of the Department to possess, occupy and use the Facility, and all the other terms, provisions and conditions of this Facility Lease, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

SECTION 21. Waiver.

The waiver by the Board of any breach by the Department of any agreement, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other agreement, covenant or condition hereof.

SECTION 22. Net Lease.

This Facility Lease shall be deemed and construed to be a "net lease" and the Department agrees that the rentals provided for herein shall be an absolute net return to the Board, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 23. Section Headings.

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Facility Lease.

SECTION 24. Amendment.

This Facility Lease may only be amended by a written instrument duly authorized and executed by the Board and the Department with the written consent of the State Treasurer; provided, however, that no such amendment shall materially adversely affect the owners of the Bonds.

SECTION 25. Execution.

This Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Facility Lease. It is also agreed that separate counterparts of this Facility Lease may be separately executed by the Board and the Department all with the same force and effect as though the same counterpart had been executed by both the Board and the Department.

SECTION 26. No Merger.

The parties hereto intend that there shall be no merger of any estate or interest created by this Facility Lease with any other estate or interest in the Facility, or any part thereof, by reason of the fact that the same party may acquire or hold all or any part of the estate or interest in the Facility created by this Facility Lease as well as another estate or interest in the Facility.

SECTION 27. Binding Effect.

This Facility Lease shall be binding upon and inure to the benefit of the Board and the Department and their respective successors and assigns.

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EXAMPLE

IN WITNESS WHEREOF, the Board and the Department have caused this Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

STATE PUBLIC WORKS BOARD OF THE STATE
OF CALIFORNIA

By: Stephen Benson
Stephen Benson
Deputy Director

DEPARTMENT OF CORRECTIONS AND
REHABILITATION OF THE STATE OF
CALIFORNIA

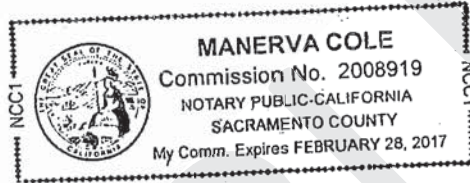
By: _____
Jeffrey A. Beard, Ph.D.
Secretary

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

On October 24, 2014 before me, Manerva Cole, Notary Public, personally appeared Stephen G. Benson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal



Manerva Cole

SIGNATURE OF NOTARY PUBLIC

EXAMPLE

SPWB 2014 SERIES D
FACILITY LEASE
(SAN DIEGO JAIL)

IN WITNESS WHEREOF, the Board and the Department have caused this Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

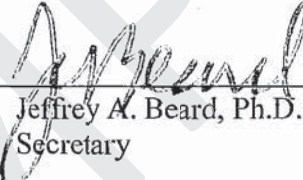
STATE PUBLIC WORKS BOARD OF THE STATE
OF CALIFORNIA

By: _____

Stephen Benson
Deputy Director

DEPARTMENT OF CORRECTIONS AND
REHABILITATION OF THE STATE OF
CALIFORNIA

By: _____


Jeffrey A. Beard, Ph.D.
Secretary

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On October 22, 2014 before me, Krystal Powell, Notary Public, personally appeared Jeffrey M. Beard, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Krystal Powell
SIGNATURE OF NOTARY PUBLIC



SCHEDULE I

\$108,185,000
State Public Works Board of the State of California
Lease Revenue Bonds
(Department of Corrections and Rehabilitation)
2014 Series D
(Various Correctional Facilities)

**SCHEDULE OF BASE RENTAL PAYMENTS
SAN DIEGO JAIL**

<i>Payment Date</i>	<i>Principal</i>	<i>Interest</i>	<i>Total Base Rental Payments</i>
2/15/2015		\$1,388,370.80	\$1,388,370.80
8/15/2015	\$3,990,000	2,031,700.00	6,021,700.00
2/15/2016		1,971,850.00	1,971,850.00
8/15/2016	4,130,000	1,971,850.00	6,101,850.00
2/15/2017		1,889,250.00	1,889,250.00
8/15/2017	4,300,000	1,889,250.00	6,189,250.00
2/15/2018		1,803,250.00	1,803,250.00
8/15/2018	4,500,000	1,803,250.00	6,303,250.00
2/15/2019		1,690,750.00	1,690,750.00
8/15/2019	4,730,000	1,690,750.00	6,420,750.00
2/15/2020		1,572,500.00	1,572,500.00
8/15/2020	4,970,000	1,572,500.00	6,542,500.00
2/15/2021		1,448,250.00	1,448,250.00
8/15/2021	5,225,000	1,448,250.00	6,673,250.00
2/15/2022		1,317,625.00	1,317,625.00
8/15/2022	5,495,000	1,317,625.00	6,812,625.00
2/15/2023		1,180,250.00	1,180,250.00
8/15/2023	5,775,000	1,180,250.00	6,955,250.00
2/15/2024		1,035,875.00	1,035,875.00
8/15/2024	6,075,000	1,035,875.00	7,110,875.00
2/15/2025		884,000.00	884,000.00
8/15/2025	6,385,000	884,000.00	7,269,000.00
2/15/2026		724,375.00	724,375.00
8/15/2026	6,710,000	724,375.00	7,434,375.00
2/15/2027		556,625.00	556,625.00
8/15/2027	7,055,000	556,625.00	7,611,625.00
2/15/2028		380,250.00	380,250.00
8/15/2028	7,415,000	380,250.00	7,795,250.00
2/15/2029		194,875.00	194,875.00
8/15/2029	7,795,000	194,875.00	7,989,875.00

EXHIBIT A

LEGAL DESCRIPTION OF SITE
SAN DIEGO JAIL

Parcel No. 2013-0171-A

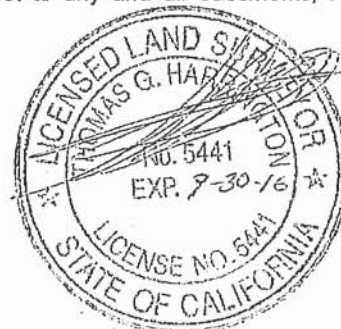
(9-07-2013)

That portion of the Remainder Parcel of Parcel Map No. 20177, in the County of San Diego, State of California according to Parcel Map thereof filed in the Office of the County Recorder of said County, December 21, 2006 as instrument 2006-0905062, more particularly described as follows:

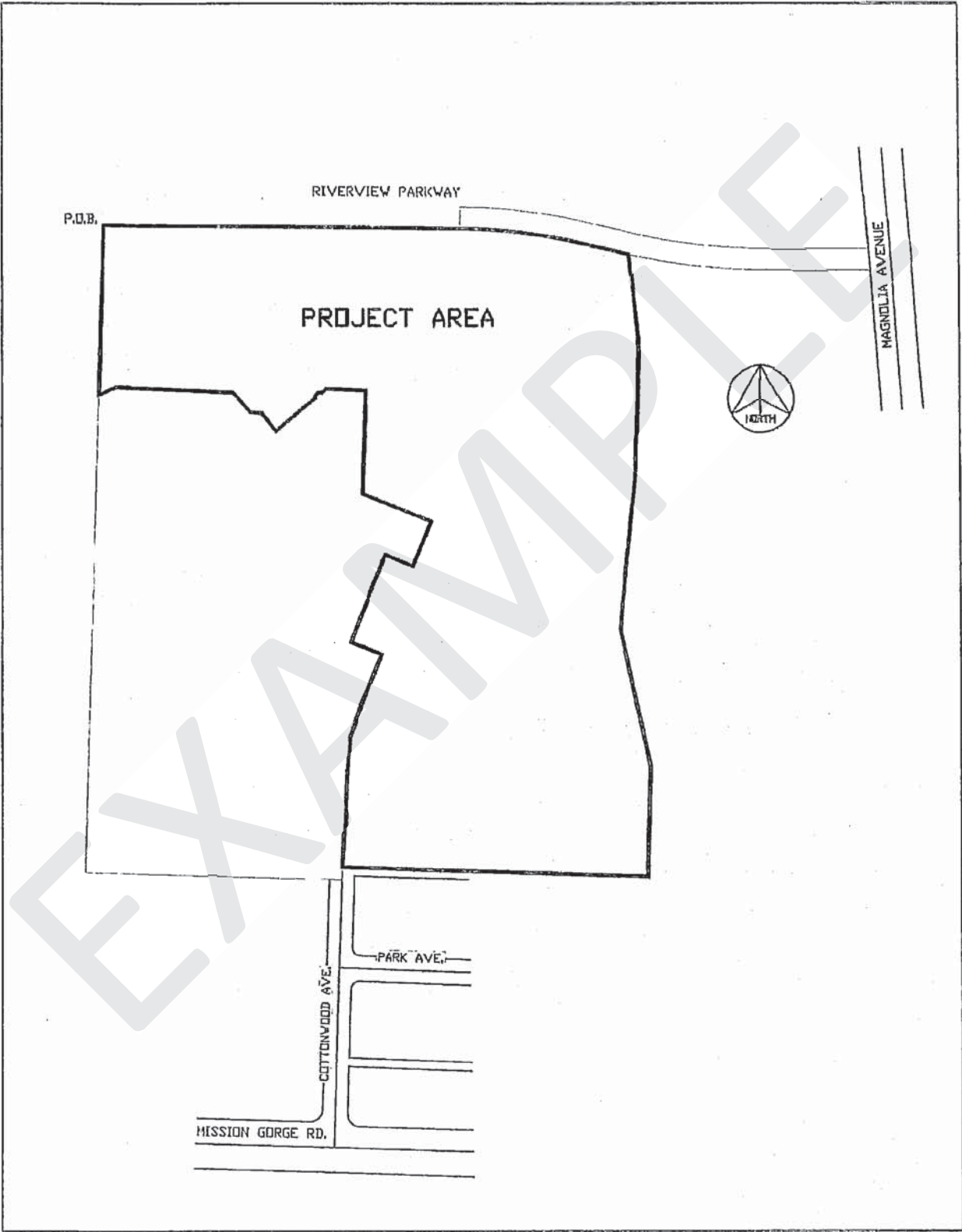
BEGINNING at the Northwest corner of said Remainder Parcel of said Parcel Map 20177, also being the Southerly 51 foot half width sideline of Riverview Parkway as shown on said Parcel Map;
THENCE along the Northerly line of said remainder parcel and said sideline, South 89°27'57" East, 851.84 feet to the beginning of a tangent 1349 foot radius curve concave Southerly;
THENCE continuing along the Northerly line of said remainder parcel line and the Southerly sideline of said roadway, Easterly along the arc of said curve through a central angle of 12°32'02", an arc distance of 295.10 feet;
THENCE continuing along the Northerly line of said remainder parcel line and the Southerly sideline of said roadway, tangent to said curve, South 76°55'55" East, 114.24 feet;
THENCE leaving the Northerly line of said remainder parcel line and the Southerly sideline of said roadway, South 06°11'22" East, 198.57 feet;
THENCE South 01°30'36" West, 297.89 feet;
THENCE South 05°27'52" West, 389.08 feet;
THENCE South 12°24'57" East, 332.78 feet;
THENCE South 01°43'22" West, 259.86 feet to the Southerly line of said Remainder Parcel;
THENCE along said Southerly line, North 88°16'38" West, 729.15 feet to the centerline of Cottonwood Avenue as said road is shown in Map 817 filed in said County Recorder's Office;
THENCE leaving said Southerly line, North 03° 01' 15" East, 307.30 feet;
THENCE North 21° 39' 38" East, 210.76 feet;
THENCE North 68° 05' 20" West, 77.99 feet;
THENCE North 21° 39' 38" East, 221.62 feet;
THENCE South 68° 05' 20" East, 71.80 feet;
THENCE North 21° 39' 38" East, 113.92 feet;
THENCE North 68° 05' 20" West, 173.41 feet;
THENCE North 01° 50' 17" East, 242.66 feet;
THENCE North 87° 31' 24" West, 93.66 feet;
THENCE South 51° 07' 19" West, 13.91 feet to the beginning of a non-tangent 13.50 foot radius curve, concave Southeasterly, a radial to said curve at said point bears North 11° 42' 45" East;
THENCE Westerly and Southwesterly along the arc of said curve, through a central angle of 101° 10' 39" a distance of 23.84 feet;
THENCE South 51° 07' 19" West, 123.31 feet;
THENCE North 38 04' 45" West, 54.32 feet;
THENCE North 85 16' 31" West, 27.32 feet;
THENCE North 42 14' 44" West, 62.08 feet;
THENCE North 87 32' 23" West, 279.35 feet;
THENCE South 66 03' 42" West, 43.78 feet to a point on the Westerly line of said remainder parcel;
THENCE along the Westerly line of said remainder parcel, North 01°45'11" East, 400.00 feet to the POINT OF BEGINNING.

Said described parcel contains 28.05 acres, more or less, subject to any and all easements, reservations, restrictions and conveyances of record.

SHT 1 OF 1



**Map of Site
San Diego Jail**



LEGAL DESCRIPTION OF PROJECT DRIVEWAY
SAN DIEGO JAIL

Parcel No. 2009-0171-C

(9-07-13)

That portion of the Remainder Parcel of Parcel Map No. 20177, in the County of San Diego, State of California according to Parcel Map thereof filed in the Office of the County Recorder of said County, December 21, 2006 as instrument 2006-0905062, being a private access easement 51 feet in width, also a portion of the Southerly 51 foot wide half width of Riverview Parkway as dedicated to and accepted by the City of Santee on said Parcel Map 20177, the Southerly line of said strip being more particularly described as follows:

COMMENCING at the Northeasterly corner of Parcel 6 of said Parcel Map 20177;
THENCE Easterly along the Southerly line Of Riverview Parkway per said Parcel Map 20177, a distance of 851.84 feet to the **TRUE POINT OF BEGINNING**;
THENCE continuing along the Southerly line of said Riverview Parkway, **TERMINATING** at the Westerly 51 foot half width sideline of Magnolia Avenue as shown on said Parcel Map 20177.

Said described parcel contains 2 acres, more or less, subject to any and all easements, reservations, restrictions and conveyances of record.



SHT 1 OF 1

A-3

**Map of Project Driveway
San Diego Jail**

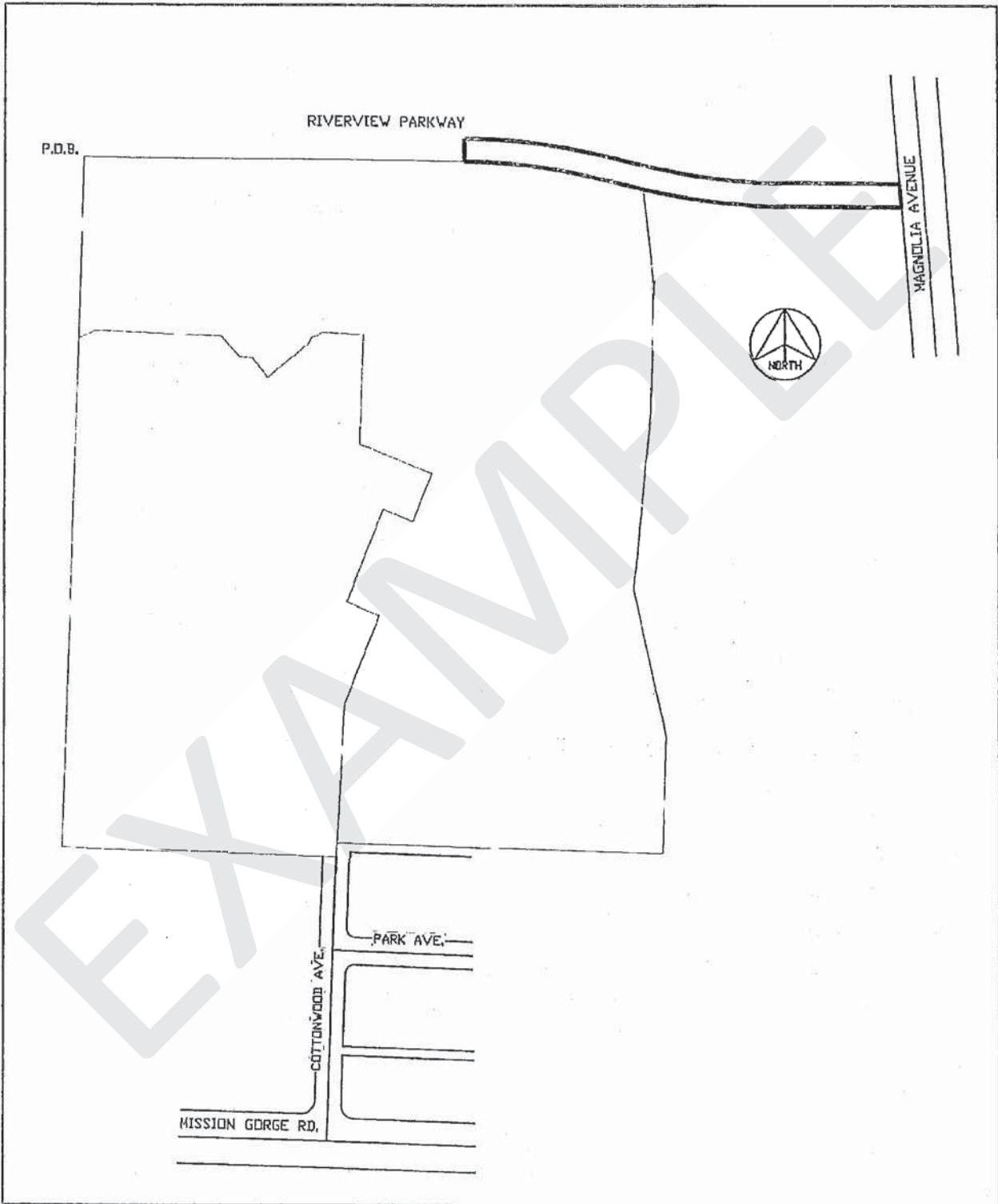


EXHIBIT B

DESCRIPTION OF PROJECT

San Diego Jail:

The San Diego Jail project (the "San Diego Project") is located within the City of Santee in San Diego County on approximately 28 acres of county owned land. The San Diego Project consists of the construction of a new women's detention facility. The San Diego Project consists of an approximately 350,000 square feet facility and includes 16 housing units in eight buildings, a medical services building, a visitation and administration building, and a food services building, as well as necessary associated administration, security, health care treatment, program, and support services space. The San Diego Project includes, but is not limited to, electrical; plumbing; mechanical; computerized heating, ventilation, and air conditioning; security; and fire protection systems. Approximately 240 parking spaces are provided for staff and visitor parking. The staff parking area includes a gate with access control and security cameras. The San Diego Project also includes a central plant.

The structural aspects of the buildings include structural steel framing, fully grouted Concrete Masonry Units ("CMU"), and metal stud framing. The second and tier levels of the housing units are constructed of fully grouted CMU walls. The roofs of the buildings are supported by structural steel framing and concrete on metal deck with insulation and membrane roofing above. The buildings are equipped with fire alarm, public address, intercom, radio, telephone, door control and personal duress systems. The San Diego Project also includes an emergency power backup system to accommodate fire and life safety, security, and operational functions in the event primary power is interrupted.

STATE OF CALIFORNIA

**BOARD OF STATE AND COMMUNITY CORRECTIONS
JAIL CONSTRUCTION AGREEMENT**

FOR _____

This Board of State and Community Corrections Jail Construction Agreement (“**Agreement**”) is entered into as of _____, 20__ (“**Effective Date**”), by and between the Board of State and Community Corrections (“**BSCC**”), an entity of the state government of the State of California (“**State**”), and _____ (“**Participating County**”), a Political Subdivision of the State. BSCC and Participating County are referred to collectively herein as the “**Parties**,” and individually as a “**Party**.”

RECITALS

WHEREAS, Participating County has proposed to build a jail facility as more particularly described in Exhibit B attached hereto (“**Project**”) located at _____ (“**Site**”) under Chapter 3.12, Part 10b of Division 3 of Title 2 of the California Government Code and the corresponding regulations set forth in Title 15, Division 1, Chapter 1, Subchapter 6 of the California Code of Regulations (collectively, the “**AB 900 Jail Financing Program**”).

WHEREAS, this Agreement is being executed concurrently with the execution of the Project Delivery and Construction Agreement (“**PDCA**”) entered into between the Participating County, BSCC, the State Public Works Board of the State of California (“**Board**”) and the Department of Corrections and Rehabilitation (“**Department**”). The Department, the Board and BSCC are referred to collectively herein as “**Agencies**.”

WHEREAS, the purpose of this Agreement is to set forth the roles, responsibilities and performance expectations of the Parties with respect to the Participating County’s construction of the Project under the authority of the BSCC and the procedures for reimbursement by the State of those Participating County costs eligible for reimbursement as provided for under the AB 900 Jail Financing Program. This Agreement is intended to be read in conjunction with the other agreements necessary for the construction and financing of the Project under the AB 900 Jail Financing Program including, without limitation, the PDCA and the other agreements described in the PDCA recitals. Nothing in this Agreement is intended to amend or modify the rights and obligations of the Parties under those other agreements including, without limitation, the PDCA.

WHEREAS, the Total Project Costs for the Project shall be defined in Article 3, Section 3.1(a) of the PDCA. The State will provide financing (“**State Financing**”) (up to a maximum of _____ dollars (\$ _____)) (“**Maximum State Financing**”) and the Participating County will provide the Cash (hard) Match (as defined in Article 6(C) below) and the In-Kind (soft) Match (as defined in Article 6(C) below) (with the Cash (hard) Match and the In-kind (soft) Match collectively referred to as “**Participating County Funding**” and together with the Maximum State Financing, the “**Total Eligible Project Costs**”). Total Eligible Project Costs shall be used in determining Cash (hard) Match credit and In-kind (soft) Match credit to the Participating Counties as specified in Exhibit A to this Agreement. As stated in Article 1, Section 1.3 of the PDCA, the AB 900 Jail Financing Program is predicated on the Board’s ability

to issue bonds for the Project.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. TERM AND TERMINATION

A. Term. This Agreement shall commence on the Effective Date and shall terminate upon the completion and State acceptance of the Final Audit (as defined below in Article 4(C)) unless terminated earlier as provided in Article 1(C) below.

B. Survival. The provisions of Articles 1(C)(3), 1(C)(4), 3(D), 4(C), 4(D), 6(B)(5), 6(B)(6), 9, 10 and 11, and Articles 3, 4, 5, 6, 7, 8, and 10, 11 of Exhibit A shall survive termination of the Agreement.

C. Termination.

1. BSCC in consultation with the other Agencies may terminate this Agreement in the event any of the following events or conditions occurs:

(a) Participating County's breach of a material term of this Agreement, any Project Document or any Applicable Laws provided Participating County has not cured such breach in all respects within such thirty (30) day period, which cure period may be extended for a reasonable time with the consent of BSCC if the Participating County demonstrates that such additional time is required to cure such breach in a diligent and commercially reasonable manner;

(b) Termination of the PDCA as provided for in Article 2, Section 2.2(a)(i)-(v) and (b) of the PDCA;

(c) Substantive alteration of the scope, cost or schedule of the Project without the prior written approval of BSCC and the Board as required under this Agreement and the PDCA; or

(d) Participating County's refusal or inability to complete the Project in a manner consistent with the Agreement, and the other Project Documents (as defined below in Article 3) including all timelines, plans, and specifications as approved by BSCC, or refusal or inability to comply with any Applicable Law.

2. The Participating County may, prior to the State providing any amount of financing, terminate this Agreement in the event any of the following occurs:

(a) The State's breach of a material term of this Agreement, any Project Document or any Applicable Laws provided the State has not cured such breach in all respects within thirty (30) days from notice of said breach, which cure period may be extended for a reasonable time with the consent of the Participating County if the State demonstrates that

such additional time is required to cure such breach in a diligent and commercially reasonable manner;

(b) Termination of the PDCA as provided for in Article 2, Section 2.2(a)(i)–(v) and (b) of the PDCA;

(c) Failure of the State to execute the Ground Lease or the Right of Entry for Construction and Operation; or

(d) In the event the Board determines the Participating County is no longer eligible for Project financing under the AB 900 Jail Financing Program as set forth in Article 1, Section 1.2 of the PDCA.

3. In the event of termination as provided in Article 1(C)(1), and unless the Parties agree in writing otherwise, Participating County shall, upon notification, refund to the Agencies an amount equal to all State Financing previously disbursed to the Participating County. Any State Financing so remitted to the Agencies may be subject to interest equal to the rate earned by the State Pooled Money Investment Account. Participating County shall not be required to refund any State Financing in the event of termination solely because, through no fault of Participating County, the Board determines it is not feasible or appropriate to issue bonds or is unable to issue bonds to finance the Participating County's Project.

4. Nothing in this Article 1 in any way alters or limits the authority of BSCC or the Agencies to withhold State Financing in accordance with Applicable Laws (as defined below) or any other right or remedy available to the State at law or in equity for breach of the Agreement.

ARTICLE 2. PROJECT OFFICIALS

A. BSCC Representative. The BSCC Executive Director or his or her designee shall be the State's representative ("**Agency Representative**") for administration of this Agreement. Any amendment to this Agreement, including any exhibit, schedule or attachment hereto, shall be binding on the State only if signed by the Agency Representative. This Article 2(A) shall not limit any requirements for amendment of any other agreement that is a Project Document.

B. Participating County Construction Administrator. The Participating County has appointed a County Construction Administrator as identified below. Participating County agrees that its County Construction Administrator shall be its representative for the administration of the Agreement and shall have full authority to act on behalf of the Participating County. Participating County agrees that all communications given to its County Construction Administrator shall be binding as if given to the Participating County. Participating County agrees that any documents required to be submitted to the Agencies, including but not limited to, quarterly progress reports and final project summary reports, shall be certified for accuracy by its County Construction Administrator in form reasonably acceptable to BSCC. Any Amendment to this Agreement and any other Project Document shall be binding on the Participating County only if signed or certified in form reasonably acceptable to BSCC by the County Construction Administrator.

County Construction Administrator: [Redacted]
Title: [Redacted]
Address: [Redacted]
City, State, Zip: [Redacted]
Telephone: [Redacted]
Facsimile: [Redacted]
Email: [Redacted]

C. Participating County Project Financial Officer. The Participating County has appointed a Project Financial Officer as identified below. Participating County agrees that its Project Financial Officer shall be responsible for establishing an official project file and a separate account for depositing of funds paid under this Agreement, and ensuring that project accounting procedures and practices are in accordance with generally accepted government accounting principles and practices (see Accounting Standards and Procedures for Counties, California State Controller, Division of Local Government Fiscal Affairs) with adequate supporting documentation maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation, to the accounting records, to the financial reports and billings. Participating County agrees that all fiscal documents, including all invoices and expenditure statements, required to be submitted to BSCC shall be certified for accuracy by its Project Financial Officer.

Project Financial Officer: [Redacted]
Title: [Redacted]
Address: [Redacted]
City, State, Zip: [Redacted]
Telephone: [Redacted]
Facsimile: [Redacted]
Email: [Redacted]

D. Participating County Project Contact Person. The Participating County has appointed a County Project Contact Person as identified below. Participating County agrees that its County Project Contact Person shall be responsible for coordinating and transmitting information to BSCC and receiving and disseminating information from BSCC. Participating County agrees that all communications given to its County Project Contact Person shall be binding as if given to the Participating County.

County Project Contact Person: [Redacted]
Title: [Redacted]
Address: [Redacted]
City, State, Zip: [Redacted]
Telephone: [Redacted]
Facsimile: [Redacted]
Email: [Redacted]

Either Party may change its Project representatives upon written notice to the other Party.

ARTICLE 3. PROJECT DOCUMENTS AND APPLICABLE LAWS.

A. Project Documents. The Participating County agrees to construct the Project in accordance with the following agreements and documents each as may be amended in accordance with its terms and which, together with the Agreement, shall be referred to herein as the “**Project Documents**”: (1) BSCC Jail Construction Agreement Standard Conditions attached hereto as Exhibit A; (2) Participating County’s Project Proposal [Insert Name and Date of Participating County’s Bid Proposal] (“**County Project Proposal**”); (3) County Project Description Detail and Budget (“**Project Description**”) in the form attached hereto as Exhibit B; (4) Ground Lease, Right of Entry for Construction and Operation, Facility Lease and the Facility Sublease as those terms are defined in the PDCA; and (5) the PDCA .

B. Applicable Laws. The Participating County agrees to comply with all federal, state or local laws, regulations, rules, ordinances and guidelines applicable to the construction of the Project including, without limitation the following (collectively “**Applicable Laws**”):

1. The Minimum Standards for Local Detention Facilities and Local Jail Construction Financing Program regulations contained in Title 15, Division 1, Chapter 1, Subchapters 4 and 6 of the California Code of Regulations (“**CCR**”).
2. The Minimum Standards for Local Detention Facilities and the fire and life safety regulations contained in Title 24 of the CCR.
3. California Public Contract Code.
4. California Environmental Quality Act (CEQA) contained in Section 21000 *et seq.* of the California Public Resources Code and Title 14, Division 6, Chapter 3, Sections 15000 *et seq.* of the CCR.
5. Accounting Standards and Procedures for Counties, California State Controller, Division of Local Fiscal Affairs.
6. Construction Financing Agreement Administration and Audit Guide.

C. Incorporation of Approved Changes. Upon their completion, all Participating County assurances and submittals, submitted to and approved in writing by BSCC are incorporated herein by reference and made a part of this Agreement.

D. Precedence. In the event of any inconsistency in the Project Documents, except as otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1) PDCA; 2) the Ground Lease (as defined in the PDCA); 3) this Agreement including the BSCC Jail Construction Agreement Standard Conditions attached hereto as Exhibit A; 4) the Right of Entry for Construction and Operation (as defined in the PDCA); 5) Participating County’s Project Proposal; 6) Participating County Project Description Detail and Budget; and 7) the Participating County’s proposal(s), modification(s), and submittals. In the event the Bonds are issued, any inconsistency between the Project Documents and the Bond Documents shall be resolved by giving precedence to the Bond Documents. To the extent the Parties mutually agree that a provision of a particular document should control with respect to an

inconsistency between that document and another document or documents, notwithstanding the other provisions of this Section, such provision shall control.

ARTICLE 4. PARTICIPATING COUNTY OBLIGATIONS

Participating County agrees to the following covenants, assurances and submittals:

A. Participating County's Construction of Jail. The Participating County shall construct the Project to ensure and enable compliance with all Applicable Laws, and Participating County agrees that State Financing and Cash (hard) Match funds shall not supplant funds otherwise dedicated or appropriated for construction activities. No review or approval provided by the State, the Agencies or the State Fire Marshal of documents or submittals shall relieve Participating County of its obligation to design and construct the Project in accordance with this Agreement and all Applicable Laws including, without limitation environmental, procurement, safety and health, the AB 900 Jail Financing Program, and Titles 15 and 24 of the CCR. The Agencies' review and approval of any Project Document is for the Agencies' purposes only. No alleged failure or oversight related to the Agencies' review of the Project or the Project Documents shall be construed as a waiver of any rights of the Agencies or the State of California, or construed as an excuse to performance by Participating County under this Agreement or any other agreement. All Plans (as defined below) prepared by the Participating County shall be consistent with the Participating County Project Proposal.

B. Valley Fever. California is one of several states in the country with soils that may contain spores known to cause the disease Coccidioidomycosis (sometimes called "Valley Fever"), which spores may be transmitted through contact with dirt and fugitive dust associated with construction activities. The Participating County shall disclose this information to contractor in or prior to execution of a Construction Agreement. The Participating County, its contractor and any lower-tier subcontractors shall take appropriate precautionary measures designed to minimize the exposure of their respective employees and other workers, Agencies' employees, and other individuals or personnel who may be present during construction activities.

C. Record Keeping and Audit Requirements. Participating County shall keep such full and detailed account records as are necessary for proper financial management of the Project. Participating County shall maintain a complete and current set of all books and records relating to the design and construction of the Project. Agencies shall be entitled, upon forty-eight (48) hour written notice, to inspect all books, records, and accounts kept by Participating County relating to the work contemplated by this Agreement. Within ninety (90) calendar days after Final Completion (as defined below), Participating County shall deliver to Agencies a financial audit of the Project ("**Final Audit**"). The Final Audit shall be performed by a Certified Public Accountant or a Participating County auditor that is organizationally independent from the Participating County's project financial management functions. Nothing in this Article 4(C) shall limit the Participating County's record retention obligations as set forth in Article 7 of the PDCA. For purposes of this Agreement, "**Final Completion**" shall mean completion of the Project.

D. Compliance with Project Documents and Applicable Laws. Participating County agrees to comply with all terms and conditions of this Agreement, the other Project Documents

and all exhibits and schedules attached hereto or thereto and all Applicable Laws.

E. Project Plans. In addition to all submission requirements under the PDCA, the Participating County shall submit to BSCC the architectural and design documents, drawings, specifications, calculations, general and special conditions, submittals, Project budgets, schedules and contracts (collectively, “Plans”) within the time frames as specifically set forth in Exhibit B and as otherwise may be required by the Project Documents and Applicable Laws. As a condition to the financing to be provided by the State through interim financing or the sale of the Bonds, Participating County shall cause to be prepared, in a form that are ready to construct, all required Plans and bid documents necessary to solicit bids, and complete the Project on time and within budget. Participating County is solely responsible for preparing all Plans and other documents for the public bidding process, as provided by Applicable Law. Participating County shall not solicit bids for the Project until BSCC, together with the State Fire Marshal, have approved the final construction documents and specifications and the Department of Finance has approved these documents and specifications.

F. Construction. Participating County shall be responsible to contract for all design and construction services, and shall manage the day-to-day design and construction of the Project. Participating County shall cause the design and construction of the Project to be consistent with the requirements, limitations, and other terms of this Agreement, the Project Documents, all Applicable Laws, as well as all other agreements between the Agencies and Participating County.

G. Operation of Jail. Participating County shall be responsible to maintain the jail upon Final Completion and staff and operate the jail no later than ninety (90) days after Final Completion.

H. Professional Services. Participating County shall be responsible for providing all necessary professional services in order to carry out the design and construction of the Project. Participating County shall obtain all professional services from properly licensed design professionals. All Plans prepared by such design professionals shall bear the signature and seal of the design professional. All construction work on the Project shall be performed by properly licensed contractors and subcontractors. Participating County is encouraged to utilize a qualified construction manager and claims avoidance experts to facilitate timely and efficient construction of the Project.

I. Completion of Project. Participating County agrees to proceed expeditiously with, and complete, the Project in accordance with the Project Documents and Plans as approved by the BSCC and the Agencies and/or as incorporated in all provisions of this Agreement. Participating County acknowledges and understands that failure to meet application assurances, construction timelines and any other milestones or timelines as set forth in the Project Documents or Plans as approved by the Agencies and/or as incorporated in all provisions of this Agreement, may result at any time in award adjustments or Agreement termination by the BSCC.

ARTICLE 5. SUBSTANTIAL CHANGES.

In addition to the modification requirements set forth in Article 4, Section 4.2 of the

PDCA, no substantial change to the Project Documents or other substantial modification to the Project may be made by Participating County without the prior written permission of the BSCC. Minor modifications to the Project do not require BSCC approval, but must be documented and reported on routine progress reports to the BSCC. Without limiting the foregoing, BSCC approval shall be required upon any of the following events or circumstances:

1. more than minor changes which affect the design or scope of the Project;
2. a delay or change in the date of substantial completion or Final Completion;
3. a more than minor change to the design, location, size, capacity or quality of major items of equipment. As used herein "substantial" is as defined in the State Administrative Manual, Section 6863. As used herein a minor change is any change which does not rise to the level of a substantial change under the State Administrative Manual, Section 6863;
4. a change in approved budget categories, or movement of dollars between budget categories as indicated in Exhibit B; or
5. any change that would impact BSCC or State Fire Marshal construction or operational regulations including, without limitation, Titles 15 and 24 of the CCR , or which affects the security or fire and life safety of the facility.

Participating County agrees that its County Construction Administrator will give prompt notification in writing to the BSCC of the occurrence of any of the above events and report any substantial modifications to the Agreement for Construction with its contractor. BSCC shall notify the Department consistent with Article 4 of the PDCA, and the Department shall make a Scope Change Request to the Board. Approval of this Scope Change Request by the Board shall be required before material change to the Project Documents or other substantial modification to the Project may be made by the Participating County.

In no event shall any budget changes be authorized which would cause the amount of Total Project Costs to be exceeded unless the Participating County covenants to fund such excess with lawfully available funds and with the consent of the Agencies and so appropriates such funding.

ARTICLE 6. PROJECT FUNDING

A. Invoices. Invoice and progress/final reports and all required audit reports shall be submitted to the BSCC in a timely manner as specified in this Agreement and Exhibit A.

B. State Financing Obligations.

1. In no event or circumstance shall the State or Agencies be obligated to pay the Participating County under this Agreement or any other Project Document any amount in excess of the Maximum State Financing. Participating County waives any and all claims against the Agencies or the State of California for any costs which exceed the Maximum State Financing. The Participating County is solely responsible for any and all cost, expenses or fees

of the Project which exceed the Maximum State Financing. Reimbursement of county costs from State Financing shall be limited to those costs permitted under Article 1(A) of Exhibit A and/or specifically identified in Exhibit B as “**Eligible State Costs**” provided, however, the State’s obligations to reimburse Participating County for any State Financing is contingent on (1) the availability of Interim Financing and (2) even if Interim Financing is provided, the successful sale of bonds sufficient to cover all remaining Eligible State Costs. State Financing shall be subject to the terms and conditions set forth in the PDCA.

2. Eligible State Costs subject to reimbursement shall in no event or circumstance exceed Maximum State Financing. Because the funds to be paid are limited, Participating County shall be obligated to complete the Project without additional State Financing. No additional State Financing will be available, and Participating County should take all necessary precautions to ensure that the Project is designed and constructed within the Project budget. The Participating County shall be responsible for any costs exceeding the Total Eligible Project Costs.

3. State shall reimburse the Participating County for Eligible State Costs provided Participating County’s performance of the Project is consistent with the Project Documents, including the Construction Schedule, and Participating County is not in breach of any term or condition of this Agreement, any Project Document, or any Applicable Law. At mutually agreed upon intervals as set forth in Exhibit A, Article 7, Participating County shall submit to BSCC a reimbursement request for payments of Eligible State Costs for which Participating County has already paid.

4. BSCC may reject any invoice or item on an invoice should it be determined that such invoice or item is ineligible for reimbursement under the terms of this Agreement, the Project Documents or any Applicable Laws (“**Improper Expenditure**”). Should it later be determined Participating County has been reimbursed for an Improper Expenditure or the State has made a payment to Participating County in excess of the amount for which the State is obligated (“**Excess Payment**”), BSCC may withhold future payments or repayments in amounts equal to the Improper Expenditure or the Excess Payment. In the event the amount of an Improper Expenditure exceeds the total reimbursement amount due Participating County, or should the discovery of the Improper Expenditure or Excess Payment occur after payment of the Withhold Amount (as defined below), Participating County shall immediately pay to BSCC the amount of the Improper Expenditure or Excess Payment.

5. At such time as the unreimbursed balance of the Eligible State Costs equals Five percent (5%) of the total Eligible State Costs (“**Withhold Amount**”), BSCC shall withhold that amount as security for Participating County’s performance of all its obligations under this Agreement. The Withhold Amount shall be released upon satisfaction of all of the following conditions: (a) there has been Final Completion of the Project, (b) delivery by Participating County and acceptance by Agencies of the Final Audit and the Final Project Summary Report, (c) Participating County has staffed and operated the jail as required under Article 4(G) above, and (d) Participating County is not in breach of any provisions of this Agreement, the other Project Documents and Applicable Laws.

6. All agreements with the contractor and any other contractor or

subcontractor of Participating County or the contractor providing services or goods on the Project and for which reimbursement with State Financing for all or any portion of the payment for such services or goods is sought, shall require the contractor or subcontractor to list construction costs according to the CSI Divisions for the approved Schedule of Values.

C. Participating County Funding. Subject to all terms and provisions of this Agreement, the Participating County agrees to appropriate and spend cash (hard) matching funds as provided in Exhibits A and B (“**Cash (hard) Match**”). Subject to all terms and provisions of this Agreement, the Participating County agrees to provide in-kind (soft) match in accordance with Exhibits A and B (“**In-kind (soft) Match**”). Participating County agrees to expend Cash (hard) Match funds on a schedule that is at least pro-rata with the percentage expenditure of Eligible State Costs.

ARTICLE 7. ADMINISTRATIVE OVERSIGHT BY BOARD

Notwithstanding any other term or condition of this Agreement or any other Project Document, the scope and cost of the Project shall be subject to approval and administrative oversight by the Board, as required by California Government Code Section 15820.911.

ARTICLE 8. PERFORMANCE AND PAYMENT BONDS

Participating County shall require the contractor to procure and maintain a payment bond and a performance bond each of which shall be in an amount not less than one hundred percent (100%) of the contractor’s total contract price as set forth in the agreement between Participating County and contractor. The bonds shall be issued by one or more surety companies acceptable to the Agencies. The performance bond required by this Article 8 shall name the State as an additional beneficiary under the bonds.

ARTICLE 9. INDEMNITY

As required by California Government Code Section 15820.911(d), the Participating County hereby agrees to indemnify, defend and save harmless the State, including but not limited to the Board, the Department and the BSCC, and each of their respective officers, governing members, directors, officials, employees, subcontractors, consultants, and agents (collectively, “Indemnitees”) for any and all claims and losses arising out of the acquisition, design, construction, operation, maintenance, use and occupancy of the Project. The Participating County shall not be obligated to provide indemnity or defense where the claim arises out of the gross negligence or willful misconduct of the Indemnitees. These obligations shall survive any termination of this Agreement.

ARTICLE 10. DISPUTES

Disputes arising under or relating to this Agreement shall be resolved in accordance with the provisions of Article 10 of Exhibit A.

ARTICLE 11. GENERAL TERMS AND CONDITIONS

The general terms and conditions published by the Department of General Services at

<http://www.documents.dgs.ca.gov/ols/GTC-610.doc> and applicable to all State of California contracts are hereby incorporated by reference into this Agreement. In the event of a conflict between GTC-610 and any sections herein, the sections herein take precedence. In signing below, the Participating County's authorized representative represents and warrants that the Participating County has read and understands these general terms and conditions.

ARTICLE 12. COUNTERPARTS

This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all of which when taken together shall constitute one and the same instrument, notwithstanding that all Parties have not signed the same counterpart hereof.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

FORM OF DOCUMENT

IN WITNESS THEREOF, the Parties have executed this Agreement, as of the Effective Date.

BOARD OF STATE AND COMMUNITY CORRECTIONS

By: _____
Signature of Executive Director or Designee

Name and Title: _____
Date: _____

“PARTICIPATING COUNTY”

County of:

By: _____
Signature

Name and Title: _____
Date: _____

FORM OF DOCUMENT

EXHIBIT A

CONSTRUCTION AGREEMENT STANDARD CONDITIONS

ARTICLE 1. TOTAL ELIGIBLE PROJECT COSTS

A. Participating County shall only be reimbursed by the State from State Financing for Eligible State Costs. “**Eligible State Costs**” means reasonable and necessary Project costs actually incurred in construction of the Project and as specified in Exhibits A and B attached to the Agreement. Eligible State Costs also must be eligible for lease-revenue bond financing pursuant to this Agreement (including all Exhibits referenced therein) and all California state laws, rules, regulations, guidelines, and policies including, without limitation, Title 15, Local Jail Construction Financing Program regulations and any other Applicable Laws. Such Eligible State Costs shall include, but are not limited to, the items set forth in subsection (1) through (8) below. Participating County shall receive BSCC’s written consent prior to Participating County’s incurring the expense for any Project costs not listed below and for which Participating County wants State reimbursement provided such expenses do not fall within Participating County Costs as defined below in subsection (B).

1. On-site costs of facility construction of the BSCC-approved local jail facility project, including site preparation (eligible for State Financing or Cash (hard) Match).
2. Architectural programming and design (for activities by consultants and contractors; eligible for State Financing or Cash (hard) Match).
3. Construction management (for activities by consultants and contractors; eligible for State Financing or Cash (hard) Match).
4. Building permit fees, sewer/utility use or unit fees, and building inspection fees (eligible for State Financing or Cash (hard) Match).
5. Fixed equipment items (e.g., heating, ventilation, air conditioning, plumbing, lighting, communications, surveillance, security and life/safety equipment, etc.) as necessary for the operation of the BSCC-approved local jail facility (eligible for State Financing or Cash (hard) Match).
6. Fixed furnishings items (e.g., built-in and/or permanently affixed counters, tables, cabinets, seats, etc.) as necessary for the operation of the BSCC-approved local jail facility (eligible for State Financing or Cash (hard) Match).
7. Installation of existing fixed equipment and furnishings as necessary for the operation of the BSCC-approved local jail facility (eligible for State Financing or Cash (hard) Match).
8. Moveable equipment and moveable furnishings (subject to State review and approval; eligible for State Financing or Cash (hard) Match).

B. Participating County must provide a minimum of at least _____ percent (____%) of the Total Eligible Project Costs as any combination of Cash (hard) Match and In-kind (soft) Match funds. **(Note to drafter: Large and Medium counties must provide a minimum of 10%).** Cash (hard) Match funds cannot be used to supplant or replace funds otherwise dedicated or appropriated by the Participating County for construction activities. Cash (hard) Match funds cannot be claimed for salaries/benefits of regular employees of the Participating County Workforce but may be claimed for the services of consultants or contractors engaged to perform Project related services as described below. Cash (hard) Match funds only include costs of:

1. Items eligible for Eligible State Costs as described above;
2. Preparation costs for full or focused environmental reports (for activities by consultants and contractors);
3. Off-site costs, including access roads and utilities development, outside of a reasonable buffer zone surrounding the perimeter of the security fence, detention facility building and parking lot; and
4. Public art.

C. In-kind (soft) Match funds may be claimed for Project related costs for activities performed by Participating County staff or consultants. Eligible In-kind (soft) Match funds only includes:

1. Audit of Total Eligible Project Costs at the conclusion of the Project (staff salary/benefits of independent Participating County auditor or services of contracted auditor);
2. Needs assessments (staff salary/benefits and/or consultant costs directly related to the Project);
3. Site acquisition cost or current fair market land value supported by independent appraisal (on-site land only regardless of acquisition date) and as approved by the Department of General Services. This can be claimed for on-site land cost/value for new facility construction, on-site land cost/value of a closed facility that will be renovated and reopened, or on-site land cost/value used for expansion of an existing facility. It cannot be claimed for land cost/value under an existing operational local jail facility;
4. Participating County administration (staff salary/benefits directly related to the Project for activities after October 1, 2011);
5. Transition planning (staff salary/benefits and consultant activities directly related to the Project for activities after October 1, 2011); and
6. Real estate due diligence costs as billed to the Participating County by the State.

D. Participating County shall not under any circumstance be reimbursed by the State from Board interim financing sources, lease-revenue bond funds or from any other financing

source for Ineligible Project Costs. “**Ineligible Project Costs**” means all costs which are not eligible for lease-revenue bond financing or Participating County matching funds pursuant to the PDCA (including all Exhibits attached thereto) or pursuant to any California state law, rule, regulation, guideline, or policy including, without limitation, the AB 900 Jail Financing Program or any other Applicable Law. Participating County shall be responsible for all Ineligible Project Costs (“**Participating County Costs**”). Ineligible Project Costs also shall include but are not limited to the following:

1. Those Project Costs that are determined by the BSCC to be unreasonable or unnecessary costs.
2. Detention facility personnel and operational costs and related costs of supplies.
3. Soil and water contamination assessment/mitigation.
4. Excavation of burial sites.
5. Preparation of Environmental Impact Reports (ineligible for State Financing; eligible for Cash (hard) Match only if performed by consultants or contractors outside the regular county work force, eligible for In-kind (soft) Match if performed by county-paid employees).
6. Bonus payments for early completion of work.
7. Interest charges for late payments.
8. Interest on bonds or any other form of indebtedness required to finance Project costs.
9. Costs outside the scope of the BSCC-approved Project.
10. Fines and penalties due to violation of or failure to comply with federal, state or local laws, ordinances, or regulations.
11. Personal injury compensation or damages arising out of or connected with the Project, whether determined by adjudication, arbitration, negotiation, or otherwise.
12. All costs incurred in violation of the terms, provisions, conditions, or commitments of this Agreement.
13. Travel and per diem costs.
14. All costs arising out of or connected with contractor claims against the Participating County, or those persons for whom the Participating County may be vicariously liable, including, but not limited to, any and all costs related to defense or settlement of such claims.

15. Maintenance costs.
16. Supplanting of existing construction, programs, projects, or personnel.
17. All costs arising out of or attributable to Participating County's malfeasance, misfeasance, mismanagement, or negligence.
18. Temporary holding or court holding facilities.
19. Local Jail facilities or portions thereof operated by jurisdictions other than Participating County.

ARTICLE 2. PARTICIPATING COUNTY'S GENERAL RESPONSIBILITY

Participating County is solely responsible for design, construction, operation, and maintenance of the Project as identified in Exhibit B of this Agreement. Review and approval of plans, specifications, or other documents by BSCC, the Agencies and the State Fire Marshal, is solely for the purpose of proper administration of State Financing by the BSCC and the Agencies and shall not be deemed to relieve or restrict the Participating County's responsibility.

ARTICLE 3. PARTICIPATING COUNTY ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Participating County shall at all times comply with all Applicable Laws (as defined in the Agreement).

B. Fulfillment of Assurances and Declarations. Participating County shall fulfill all assurances, declarations, representations, and statements made by the Participating County in the County Project Proposal, documents, amendments, and communications filed in support of its request for lease-revenue bond funds including adoption of a BSCC approved staffing plan for staffing and operating the facility in accordance with state standards within ninety (90) calendar days of construction completion.

C. Use of State Financing. Participating County shall expend all State Funds and identified matching funds solely for Eligible Project Costs. Participating County shall, upon demand, remit to the BSCC any State Financing not expended for Eligible Project Costs or an amount equal to any State Financing expended by the Participating County in violation of the terms, provisions, conditions, or commitments of this Agreement. Any State Financing so remitted to the BSCC shall include interest equal to the rate earned by the State Pooled Money Investment Account.

D. Permits and Licenses. Participating County agrees to procure all permits and licenses necessary to complete the Project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the Project work.

E. Compliance with Deliverables, Drawings, and Specifications. Participating County agrees that deliverables, drawings, and specifications, upon which prime and subcontracts are awarded, shall be the same as those submitted to and approved by the BSCC.

F. Prime and Subcontracting Requirements. In accordance with the provisions of this Agreement, the Participating County may contract with public or private contractors of services for activities necessary for the completion of the Project. Participating County agrees that in the event of an inconsistency between the Agreement and any other Project Document and Participating County's Construction Agreement with a contractor, the Project Documents will prevail. Participating County shall ensure that the contractor complies with all requirements of the Project Documents and all instructions of the County Construction Administrator regarding compliance with the Project Documents.

Participating County assures that for any contract awarded by the Participating County, such insurance (e.g., fire and extended coverage, workers' compensation, public liability and property damage, and "all-risk" coverage) as is customary and appropriate will be obtained.

Participating County agrees that its contractor will list construction costs according to the CSI Divisions for the approved Schedule of Values. Since certain portions of the Project may not be eligible for State Financing in all requests for reimbursement, the Participating County's contractor shall separately list work not eligible for State Financing, and the County Construction Administrator shall identify such work for the contractor.

Participating County agrees that it is the County Construction Administrator's responsibility to provide a liaison between the Participating County, the BSCC, and its contractor. Participating County agrees that its contractor is not responsible nor required to engage in direct discussion with the BSCC or any representative thereof, except that the contractor shall in good faith exert its best effort to assist the Participating County in fully complying with all requirements of the contract.

Participating County agrees to place appropriate language in all contracts for work on the Project requiring the Participating County's contractor(s) to:

1. Books and Records. Maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to the contractor's work on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for the period set forth in Article 5 below, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees.

2. Access to Books and Records. Make such books, records, supporting documentations, and other evidence available to the BSCC or designees, the Department, the Board, the Department of General Services, the Department of Finance, the Bureau of State Audits, their designated representatives, during the course of the Project and for the period set forth in Article 5 below, and provide suitable facilities for access, monitoring, inspection, and copying thereof. Further, the Participating County agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

3. Contractor Advisement. Be advised that a partial source of financing for the agreement between the Participating County and contractor for construction of the Project is the State Financing, and that the Participating County may not have funds to finance the Construction Agreement independently of the State Financing. The contractor shall in all ways cooperate with the Participating County and the BSCC in maintaining a good working relationship. The contractor shall cooperate as instructed by the County Construction Administrator in resolving any disputes arising under the Agreement.

ARTICLE 4. PROJECT ACCESS

To the extent not inconsistent with the Bond Documents, as that term is defined in Article 1 Section 1.1(a) of the PDCA, at all times during construction of the Project and after final completion, the Participating County shall provide to employees, subcontractors, and consultants of the Agencies reasonable unrestricted access to observe, monitor and inspect the Project. The Agencies' access to observe, monitor and inspect shall include the right to review all documents and files relating to the Project, as well as construction on the Site, including all tests and inspections relating to design or construction of the Project.

ARTICLE 5. RECORDS

Participating County shall establish an Official Project File, as defined in Article 7, Section 7.1 of the PDCA.

Participating County shall establish separate accounting records for receipt, deposit, and disbursement of all Project funds as specified in Exhibit A Article 9.

Participating County shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all Project funds, including State Financing, any matching funds provided by the Participating County and the total cost of the Project. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Supporting documentation for matching funds, goods or services shall, at a minimum, include the source of the match, the basis upon which the value of the match was calculated, and when the matching funds, goods, or services were provided. Receipts, signed by the recipient of donated goods and/or services should be issued and a copy retained. Generally accepted government accounting principles and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation for the purpose of determining compliance with Section 10115 *et seq.* of the California Public Contract Code, Section 8546.7 of the California Government Code, and Title 2, Division 2, Chapter 3, Subchapter 10.5 Section 1896.60 *et seq.* of the CCR (as applicable).

Participating County shall maintain all records for the period set forth in the PDCA (“**Record Maintenance Period**”). Participating County agrees to protect records adequately from fire or other damage. When records are stored away from the Participating County’s principal office, a written index of the location of records stored must be on hand and ready access must be assured. All Participating County records shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the BSCC or designees, the Agencies, and by state government auditors or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the Record Maintenance Period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the Record Maintenance Period, whichever is later.

ARTICLE 6. ACCOUNTING AND AUDIT REQUIREMENTS

All funds received by the Participating County shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Participating County agrees that the audit and accounting procedures shall be in accordance with generally accepted government accounting principles and practices (see Accounting Standards and Procedures for Counties, California State Controller, Division of Local Government Fiscal Affairs) and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings. Participating County further agrees to the following audit requirements:

A. Pre-payment Audit. Prior to the deposit of State Financing into the separate account, the BSCC may require the Participating County to have a system audit performed by an auditor satisfactory to the BSCC to insure that the Participating County’s accounting system meets generally accepted government accounting principles;

B. Interim Audit. The BSCC reserves the right to call for a program audit or a system audit at any time between the execution of this Agreement and the completion or termination of the Project. At any time, the BSCC may disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement, or take other remedies legally available; and,

C. Final Audit. Within ninety (90) calendar days of Final Completion, the Participating County must obtain and submit a final program audit to the BSCC (see Construction Financing Program Agreement Administration and Audit Guide). The audit shall be prepared in accordance with generally accepted auditing standards and government auditing standards for financial and compliance audits. The audit may be performed by the Participating County subject to the terms hereinafter described, or the Participating County may hire, at Participating County cost, an independent auditor to complete the final audit. Participating County should obtain assurances that the personnel selected to perform the audit collectively have the necessary skills. It is important that a sound procurement practice be followed when contracting for audit services. Sound contract and approval procedures, including the monitoring of contract performance, should be in place. The objectives and scope of the audit should be

made clear. In addition to price, other factors to be considered include: the responsiveness of the bidder to the request for proposal; the past experience of the bidder; availability of bidder staff with professional qualifications and technical abilities; and whether the bidder organization participates in an external quality control review program. It should be noted that these steps are important whether the Participating County is hiring auditors from an outside CPA firm or within its own internal auditing unit.

Since the audit function must maintain organizational independence, the County Financial Officer for this Project shall not perform audits of the contract-related activities. If the Participating County internal auditor performs the audit, the auditor must be organizationally independent from the Participating County's accounting and project management functions. Additionally, Participating County internal auditors who report to the Project Financial Officer, or to whom the Project Financial Officer reports, shall not perform the audit. The person conducting the audit shall be a certified public accountant, unless a Participating County auditor completes the audit. Failure to comply with these qualifications standards could result in the rejection of the audit report.

At any time, the BSCC may disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement, or take other remedies legally available.

The BSCC reserves the right to have an audit conducted (at the BSCC's expense) at any time between execution of the Agreement up to and including the final audit of the Project.

ARTICLE 7. REPORTS

Participating County agrees to submit fiscal invoices and progress/final reports in a format specified by the BSCC, and at mutually agreed upon intervals as defined below, during the period of the Agreement. Reports are due to the BSCC even if State Financing is not expended or requested in the reporting period. Not submitting invoices and progress/final reports in a timely manner may result in disbursements being withheld. In addition, Participating County shall immediately advise the BSCC of any significant problems or changes arising during the course of the Project.

Without limitation of the foregoing, the following reports are required:

A. Fiscal Invoice and Progress/Final Report. Participating County agrees to submit fiscal invoices and progress/final reports to the BSCC on the appropriate form provided to the Participating County during the term of this Agreement and shall do so on a regular schedule of either monthly, bi-monthly or quarterly. The reports shall include, but not be limited to, Project construction activities, change orders issued, problems identified, assistance needed, state funds and match expenditures made, State Financing received, and State Financing requested.

Invoicing/progress reporting interval: The indicate interval fiscal and progress/final report must be submitted within forty-five (45) calendar days after the end of indicate interval. The due dates for the invoices and progress reports are no later than:



B. Final Fiscal Invoice and Project Summary. Participating County agrees to submit to the BSCC a Final Fiscal Invoice and Project Summary on the appropriate form provided to the Participating County within forty-five (45) calendar days of the scheduled construction completion date identified in Exhibit B. The report shall include, but not be limited to, total state funds and match expenditures made by budget division, total State Financing received, remaining State Financing requested, number of BSCC-rated beds added and modified, number of special use beds added and modified, and a detailed description of the finished Project including pre-construction and post-construction photographs or other visual material suitable for public distribution. For purposes of this Exhibit A, “**BSCC-rated beds**” means the number of beds dedicated to housing adult offenders for which a facility’s single- and double-occupancy cells/rooms or dormitories were planned and designed in conformity to the standards and requirements contained in Titles 15 and 24 of the CCR. “**Special use beds**” means beds for the purpose of appropriately housing offenders in medical, mental health, or disciplinary rooms, cells or units that are planned and designed in conformity to the standards and requirements contained in Titles 15 and 24 of the CCR.

ARTICLE 8. WITHHOLDING OF STATE DISBURSEMENTS

A. BSCC may withhold all or any portion of the State Financing provided for by this Agreement in the event that:

1. Participating County Breach of Agreement. Participating County has materially and substantially breached the terms and conditions of this Agreement or any other Project Document.
2. Insufficient County Funds. Participating County is unable to demonstrate, to the satisfaction of the BSCC’s Executive Director, continuous availability of sufficient funds to complete the Project.
3. Insufficient Match Disbursement. Participating County has not expended its Cash (hard) Match requirement on a schedule that is at least pro-rata with the percentage expenditure of, collectively, interim financing and lease-revenue bond funds.

B. In the event that State Financing is withheld from the Participating County, the BSCC’s Executive Director or designee shall notify the Participating County of the reasons for withholding and advise the Participating County of the time within which the Participating County may remedy the failure or violation leading to the withholding.

The BSCC will not reimburse counties for costs identified as ineligible for State Financing. If State Financing has been provided for costs subsequently discovered to be ineligible, the BSCC may either withhold an equal amount from subsequent payments to the

Participating County or require repayment of an equal amount to the State by the Participating County. Any State Financing so remitted to the BSCC may be subject to interest equal to the rate earned by the State Pooled Money Investment Account.

ARTICLE 9. DISBURSEMENT

Participating County shall be paid in arrears on invoices of expenditures and requests for funds submitted to BSCC at mutually agreed upon intervals, see Article 7(A), on the Fiscal Invoice and Progress/Final Report. Participating County shall supply BSCC with appropriate expenditure documentation and request for funds on form(s) provided by BSCC and certify to the accuracy of the report(s) in accordance with generally accepted governmental accounting principles and BSCC regulations, guidelines, policies and procedures. Participating County shall further certify that all listed expenditures are actual and that all funds were expended for the purpose of liquidating obligations identified in Exhibit B and legally incurred.

The State will issue a warrant for eligible funds within approximately thirty (30) to sixty (60) days of receipt of Participating County invoice and documentation of eligible expenditures. All requests for payment shall be accompanied by any documentation as may be required by BSCC or the Board and with such certification(s) as may be required by BSCC.

ARTICLE 10. DISPUTES

Participating County shall continue with the responsibilities under this Agreement during any disputes. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under, or relating to, the performance of this Agreement which is not resolved by agreement between Participating County and BSCC staff shall be decided by the BSCC. This clause does not preclude consideration of legal questions; nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or BSCC on a question of law.

Participating County may appeal on the basis of alleged misapplication, capricious enforcement of regulations, or substantial differences of opinion as may occur concerning the proper application of regulations or procedures. Such appeal shall be filed within thirty (30) calendar days of the notification of the action with which the Participating County is dissatisfied. The request shall be in writing stating the basis for the dissatisfaction and the action being requested of the BSCC.

A hearing shall be conducted by a hearing panel designated by the Chairperson of the BSCC Board at a reasonable time, date, and place, but not later than twenty-one (21) calendar days after the filing of the request for hearing with BSCC, unless delayed for good cause. BSCC shall mail or deliver to the appellant or authorized representative a written notice of the time and place of hearing not less than fourteen (14) calendar days prior to the hearing. The procedural time requirements may be waived with mutual written consent of the parties involved.

Appeal hearing matters shall be set for hearing, heard, and disposed of by a notice of decision by the BSCC Board within ninety (90) calendar days from the date of the request for appeal hearing, except in those cases where the appellant withdraws or abandons the request for hearing or the matter is continued for what is determined by the hearing panel to be good cause.

An appellant may waive a personal hearing before the hearing panel and under such circumstances, the hearing panel shall consider the written information submitted by the appellant and other relevant information as may be deemed appropriate.

The hearing is not formal in nature. Pertinent and relevant information, whether written or oral, will be accepted. Hearings will be tape recorded. After the hearing has been completed, the hearing panel shall submit an advisory recommendation on the matter to the BSCC Board. The decision of the BSCC Board shall be final.

Notwithstanding any other provision of this Article 10, this Article 10 shall not limit any other rights or remedies available to the State or any other Agency under any other Project Document including, without limitation, the PDCA.

ARTICLE 11. REMEDIES

Participating County agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the BSCC as a result of breach of this Agreement by the Participating County, whether such breach occurs before or after completion of the Project. In the event of litigation between the Parties hereto arising from this Agreement, it is agreed that the prevailing Party shall be entitled to such reasonable costs and/or attorney fees and costs as may be ordered within the discretion of the Court.

ARTICLE 12. WAIVER

The Parties hereto may, from time to time, waive any of their rights under this Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the Party making such waiver.

EXHIBIT B

PROJECT DESCRIPTION AND BUDGET

Capitalized terms not defined in this Exhibit B shall have the meaning as set forth in the Agreement to which this Exhibit B is attached.

County (County):

Name of Facility Subject to Construction:

SECTION 1. PROJECT DESCRIPTION

Provide a description of the Project scope as presented in Exhibit A of the PDCA.

SECTION 2. PROJECT TIMETABLE

Provide an updated Project timetable to include start and completion dates for each of the following key events: 1) Schematic Design and Operational Program Statement; 2) Design Development with Staffing Plan; 3) Staffing/Operating Cost Analysis; 4) Construction Documents; 5) Construction Bids; 6) Notice to Proceed; 7) Construction; and 8) Occupancy. Note that construction should be substantially complete within three (3) years from Notice to Proceed and occupancy must occur within ninety (90) days of Final Completion.

SECTION 3. CONSTRUCTION MANAGEMENT PLAN

Provide a general outline of the construction management plan, including methods to monitor/control the Project and ensure a successful, on schedule completion:

SECTION 4. KEY PERSONNEL

Provide a listing of the names, titles, and roles of key construction and management personnel:

SECTION 5. BUDGET CLASSIFICATION SCHEDULES

In a format acceptable to BSCC, provide budget categories for State Financing, Cash (hard) Match and In-kind (soft) Match.

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the

Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible

for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required

by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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Attachment F - Summary Provisions of SB 863 Agreements

SB 863 Legislation and Legal Considerations of Subject Agreements

The legislation, through the subject agreements, includes the following features and requirements highlighted below:

- The state finances project by sale of lease-revenue bonds, typically sold at about 90% construction complete, but determined by SPWB and California State Treasurer
- The state enters into financing with the State Pooled Money Investment Board in the interim
- The County cash match is 10%
- Construction, design and other consulting costs are billable against the \$80 million
- County staff costs count toward the 10% cash match requirement
- After schematic design County and state enter into a ground lease and right-of-entry
- Near time of sale of bonds, County and state enter into a site and facility lease, and lease-back
- State makes first reimbursement to County after payment of first construction invoice
- County must complete construction within 3 years of construction start
- State allows 30 to 60 days for processing pay requests
- When state has paid out 95% of grant, it retains 5% until confirmation of safe operation

Project Delivery and Construction Agreement

The Project Delivery and Construction Agreement (PDCA) is the primary document “committing” the County to the terms of SB 863 in return for the \$80 million grant award. The agreement provides framework; covenants; project scope, cost and schedule; and obligations of County and state which facilitate state’s sale of bonds to finance the project. Important highlights of the PDCA include the following:

- Project is subject to approval and oversight by state
- County indemnifies and holds harmless the state for claims and losses out of breach by County
- State can terminate if it determines bond financing is not feasible or otherwise inappropriate
- County can terminate if construction bid results prevent County’s ability to proceed
- Any savings in Project Budget go first to County if County has paid more than 10%, and beyond that, are shared between parties on a pro rata basis, but county never pays less than 10%

It should be noted that if the state were to withhold sale of bonds until 90% construction complete, the state, using its interim financing, would have given the County roughly \$70 million by that point, and the County would have spent roughly \$7 million (90% of \$7.87 million). Should the state exercise its right to abandon the bond sale at that point, or even beyond, it is obligated to repay what it has borrowed and all associated costs; not the County; in accordance with terms of the PDCA. In that event, there is no site or facility lease between the parties and the facility ownership remains with the County, in accordance with the terms of the PDCA, and the state is not obligated to make any further payments to the County. If the project is not yet complete, the County could either finance its completion or abandon the project.

If, having advertised for construction bids, the County receives bids that are higher than the project can afford and terminates the PDCA under its provisions, County and state can mutually terminate the agreement within thirty days of notice. No party makes any payments to the other. The County at that point would have spent roughly \$9 million on the project, most of which would otherwise have been reimbursable by the state.

Exhibit A – Project Scope, Cost and Schedule: This exhibit to the PDCA defines the scope, cost and schedule of the project.

Exhibit B – Ground Lease: The County will enter into a lease agreement with the state giving state possession of the real property upon which the facility is to be built, plus a reasonable buffer zone beyond it for access roads and security fencing. This real property is hereinafter referred to as the “facility footprint.” County leases Site to DCR. State Public Works Board can re-let the Jail if default occurs under Facility Lease. County also promises DCR “quiet enjoyment” of site and “improvements” (the new Jail facility). Terminates on same date as Facility Lease, but not before all State indebtedness for Project repaid. County has limited right to terminate Ground Lease by properly terminating PDCA. (Executed concurrently with Right of Entry for Construction.)_The ground lease is entered into after completion of schematic design, when the facility footprint is defined, and after other state certifications are completed. The lease terminates when the bonds are paid. Damages for default are limited to specific performance or money damages, but the lease cannot be terminated as long as bonds are outstanding, even in the event of default. The form of the lease is attached.

Exhibit C – Right of Entry for Construction and Operation: This is between CDCR and the County, and authorizes the County and our contractors to use the site that has been leased to the state. It further provides for the County to operate the facility if it is completed prior to the sale of bonds. It requires County to indemnify and hold harmless the state for any claims and losses arising out of the facility construction. It is entered into concurrently with the ground lease and terminates when bonds are paid.

Exhibit D – Facility Sublease: This is between CDCR and County, and subleases back to County the facility for its use, operation and maintenance. It enter into when the state enters in the sale of the bonds, and terminates when the bonds are paid, but not longer than 35 years. The Sublease agreement requires County to maintain the facility, pay for utilities and taxes, pay commercial general liability insurance or acceptable self-insurance program, and promise it will not abandon the facility. It requires CDCR to pay rent, and insurance policies (see next paragraph).

Facility Lease – This is an additional form agreement listed in the SB 863 RFP compared to SB 1022. It does not appear to be incorporated into the PDCA at this time. According to the RFP it is an agreement agreement between the BSCC and the CDCR and participating county with the consent of the SPWB. The agreement relates to the same property referred to in Exhibit D above.

The state agency CDCR enters into a Site Lease and Facility Lease with the state agency SPWB at the time of bond issuance. These leases expire when bonds are paid. They transfer control and possession of the facility between CDCR to SPWB for purposes of allowing SPWB to issue the bonds. They require CDCR to maintain property casualty insurance and rental interruption insurance. The Facility Lease in no event lives longer than 35 years.


The timing of the bond issuance is determined by SPWB in consultation with California State Treasurer, and is largely driven by state’s federal tax law considerations.

BSCC Construction Agreement

The Construction Agreement with the Board of State and Community Corrections (BSCC), referred to as the JCA, is the second of the two main agreements, and sets forth roles, responsibilities and performance expectations of the parties for construction of the facility. Important highlights of the PDCA include the following:

- County agrees to staff, maintain and operate the facility
- County agrees to be responsible for any cost overruns

BSCC "BUDGET SUMMARY TABLE"

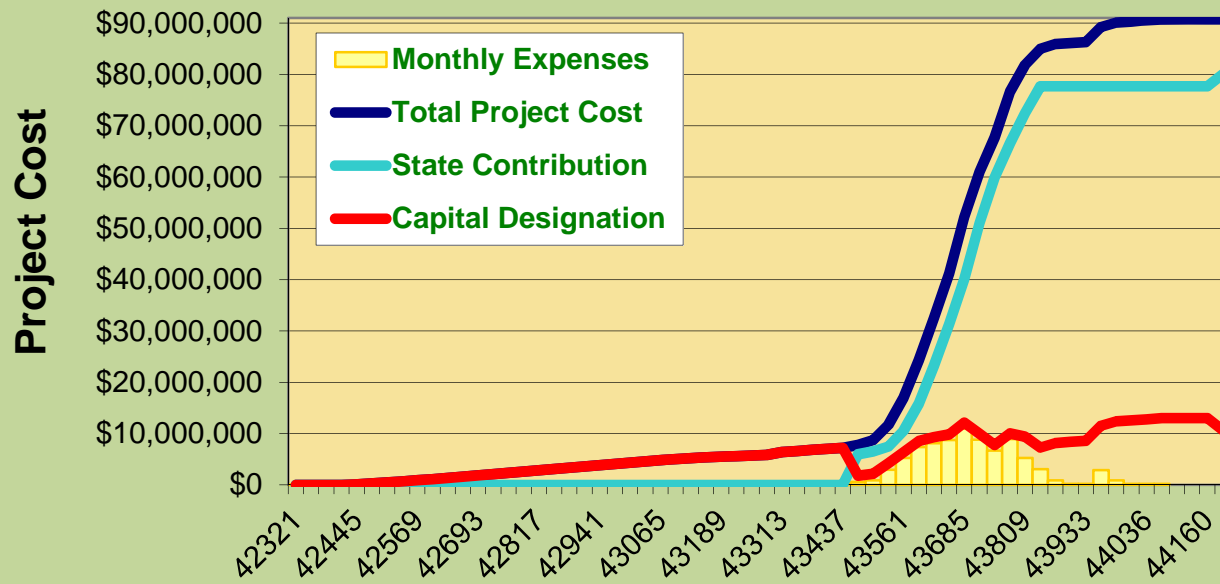
 LINE ITEM	STATE REIMBURSED	CASH MATCH	IN-KIND MATCH	TOTAL	County Overmatch Ineligible
Construction	\$65,475,520	\$6,060,000		\$71,535,520	0
Additional Eligible Costs	\$4,106,847	\$170,000		\$4,276,847	
Architectural	\$6,965,000	\$212,000		\$7,177,000	\$65,000
Project/Construction Management	\$3,436,634	\$310,000		\$3,746,634	\$60,000
CEQA (Prior to Project Establishment)	\$0	\$150,000		\$150,000	
State Agency Fees	\$16,000	\$54,000		\$70,000	
Audit		\$50,000	\$0	\$50,000	\$0
Needs Assessment		\$55,000	\$20,000	\$75,000	\$5,000
Transition Planning		\$200,000	\$900,000	\$1,100,000	\$15,000
County Administration			\$1,569,787	\$1,569,787	\$50,000
Land Value			\$680,000	\$680,000	
TOTAL PROJECT COSTS	\$80,000,000	\$7,261,000	\$3,169,787	\$90,430,787	\$195,000
PERCENT OF TOTAL	88.47%	8.03%	3.51%	100.00%	

County Overmatch - Ineligible Project Cost	\$195,000
Total Project Cost	\$90,625,787
Costs Already Paid/Budgeted by County	\$3,714,787
Costs to be Paid by State	\$80,000,000
Remaining County Cost "Out of Pocket"	\$6,911,000

Attachment H – Project Milestones

Notice of Intent to Award State Funding	November 11, 2015
CEQA Documentation Completion Deadline	May 10, 2016
Schematic Design Complete	October 13, 2016
Design Development Complete	April 4, 2017
Construction Documents Complete	January 15, 2018
Begin Bidding Process	January 3, 2018
Bid Opening	March 8, 2018
Notice to Proceed to Construction	June 2, 2018
Construction Complete	January 23, 2020
Occupancy	March 13, 2020

WRTH Facility EXPECTED PROJECT CASH FLOW



**SB 863 Jail Construction Grant
Proposed Operating Expenditures**

Program Personnel - Office of Rehabilitative and Behavioral Services:	WCDF	MDF,MCDF			
Director of Rehabilitative and Behavioral Services, LCSW	1	0	1	\$110,000	\$110,000
Admin Assistant	1	0	1	\$35,000	\$35,000
Multi-Disciplinary Services Manager, LCSW	1	0	1	\$65,000	\$65,000
Parenting Inside Out/Family Support Manager, LCSW	1	0	1	\$65,000	\$65,000
Behavioral Health & Parenting Inside Out Counselors (Inside)	6	4	10	\$45,000	\$450,000
Job and Resource Developers (Primarily Outside)	3	3	6	\$45,000	\$270,000
Transition Specialists (Inside and Outside)	3	2	5	\$45,000	\$225,000
Data and Evaluation Manager	1	0	1	\$65,000	\$65,000
Personnel Before Benefits	17	9	26		\$1,285,000
Benefits @ 25 %					\$321,250
Personnel					\$1,606,250
Office supplies: \$32 per FTE per month			26	\$32	\$9,984
Communications: Cell Phones @\$50/month/FTE			26	\$50	\$15,600
Jail to Communities Council meeting materials: \$75/meeting month			12	\$100	\$1,200
Staff training: \$250/FTE/yr			26	\$250	\$6,500
Staff travel \$.565/ mile @ 300 miles/mo. for Job and Res. Dev. and Trns. Specs.			11	\$814	\$8,950
Contract grant writer					\$20,000
Operating Costs					\$62,234
Indirect @ 12%					\$200,218
Total Costs					\$1,868,702
Academic/Vocational Personnel Costs - CCCOE:	WCDF	MDF,MCDF			
Full Time Certificated Teacher - Step 7	2	0	2	\$76,000	\$152,000
Benefits @ 53%					\$82,000
Total Cost					\$234,000
Mental Health Practitioner Costs - CCC Detention Mental Health:	WCDF	MDF,MCDF			
Full Time Mental Health Clinician					
Salary and Benefits	2	0	2	\$169,440	\$338,880
Total Cost					\$338,880
Total Estimated Annual Program Personnel Costs:					\$2,441,582
Contra Costa County Office of the Sheriff Personnel Costs	WCDF	MDF,MCDF			
Deputy Sheriff					
Salary and Benefits	6	0	6	\$226,845	\$1,361,070
Sheriff's Aide					
Salary and Benefits	6	0	6	\$105,233	\$631,398
Total Cost					\$1,992,468
Total Estimated Annual Sheriff's Personnel Costs:					\$1,992,468
TOTAL ESTIMATED NET ANNUAL PERSONNEL COSTS					\$4,434,050

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1. PROJECT OVERVIEW

1.1. General Project Description

This project proposes the development of a new 416-bed Adult West County Reentry, Treatment, and Housing Facility (WRTH) to be built on a vacant pad on the southern portion of the County-owned West County Detention Center (WCDF) at 5555 Giant Hwy, Richmond, Contra Costa County, CA 94806. WRTH entails construction of a largely self-contained complex, as follows:

- Six, 64-bed high security Standard Housing Units; two adjacent Housing Units are considered a Housing Pod, sharing some functional elements
- One, 96-bed Behavioral Health Housing (32-bed Intensive Services Unit and a 64-bed Special Services Unit)
- A Reentry Services Complex providing space for workforce readiness, therapeutic, rehabilitation, academic, and child-parent visitation, along with program staff areas
- A medical/psychiatric outpatient clinic
- Non-contact in-person visiting and video-visiting areas
- A satellite central control facility

1.2. Summary of Housing Unit Configurations

Each of WRTH's five **Standard Housing Units** will contain 32 double-bunked cells distributed evenly among a main level and mezzanine. In addition to five Standard Housing Units, WRTH will also contain a new **Behavioral Health Housing Pod** containing two housing units for people requiring intensified support: a 32-bed Intensive Services Unit (ISU) and a 64-bed Special Services Unit (SSU). Both the ISU and the SSU will operate on a direct supervision basis, reinforced by an indirect supervision control station serving the entire Behavioral Health Housing Pod. Reference Component 1.0 in the Detailed Functional Programming section provided with this document.

1.3. General Facility Planning Concepts and Goals

a. Create a safe and secure environment to enhance reentry success and reduce recidivism

- Provide safe and efficient high-security housing consistent with Title 15 and Title 24
- Provide housing with the necessary components, design, configuration, and fittings to provide maximum flexibility in housing incarcerated people of various needs and security classifications
- Provide high-security housing units that contain programming spaces to increase both operational efficiencies and access to in-unit programs and services
- Effectively and safely operate using either direct or indirect supervision
- Provide a safe and secure Reentry Success Complex to foster access and efficacy for a wide array of educational, legal, psychiatric, workforce readiness, rehabilitation, and reentry services

b. Foster positive relationships

- Encourage staff to interact and engage with people incarcerated in the facility
- Strengthen relationships between incarcerated parents and their children through supported and facilitated contact-visitation

c. Maximize operating efficiencies

- Reduce operational costs by providing direct lines of sight wherever possible
- Incorporate sustainable design and materials to decrease utility operational costs
- Leverage and draw support services from existing functions and facilities at WCDF
- Establish both facilities design and operational processes to ensure that all programs and services, including child/parent contact visitation, are accessible to all people housed in WCDF/WRTH.

1.4. Associated Facilities Impacts

WRTH will leverage a wide variety of support facilities already in place at WCDF, minimizing operational and staffing cost. Most of the existing custodial housing support facilities, service generation points, and general operations will continue to function on an as-is basis, with

some expansion of existing capacity to serve WRTH:

- Booking, classification, transfer, and release (including storage or personal property storage) will continue to be located and operated only at the County's Martinez Detention Facility (MDF). A new, small, holding area at WRTH will be used to stage people being transferred between MDF and WCDF.
- The existing WCDF kitchen will prepare all meals for WRTH; places to stage food carts will be the only addition related to food service.
- The existing WCDF laundry will process all clothing and linens for the proposed WRTH; places to stage laundry carts will be the only addition related to laundry service.
- The existing WCDF Warehouse and Building Maintenance will serve WRTH; the creation of small general storage closets and custodial closets are the only related additions planned for WRTH.
- The existing WCDF Central Control will support a new Security Control Center within WRTH; each will function as a backup to the other.
- The existing WCDF library will service the new WRTH. No library facilities are planned for WRTH.
- The existing WCDF Administration Area will serve WRTH. No facilities are planned for Administration at WRTH.
- The existing WCDF staff support areas (lockers, conference, training, gym) will serve WRTH. No Sheriff's staff support facilities are planned for WRTH.

2. FACILITY OPERATIONAL DESCRIPTION AND RECOMMENDATIONS

2.1. Facility Access/Egress

WRTH will be accessed from within the security perimeter of the WCDF campus. The number of WRTH's access/egress points will be held to a minimum to facilitate secure operations, while of sufficient quantity and size to assure the safe and efficient movement of vehicles, persons, and supplies. Staff and public will enter the WCDF campus using existing access/egress points. The building access/egress points will be limited to serve the following

specific purposes and user-groups:

- **Public/Visiting Lobby:** Building 1, located on the main WCDF campus, will serve as the public and professional visit and program provider reception and processing point. This lobby will function as the sole public access/egress point into the facility. Video-visitation carrels will also be provided at this location.
- **Staff Entrance:** There will be only one authorized-staff access/egress point, and that which exist in Building 1 on the main WCDF campus will continue to serve that purpose, as it provides convenient access to existing staff support facilities, including lockers, training, and administrative office and support space.
- **In-Custody Transfer:** All incarcerated people being transferred to and from WRTH will be transported via official sedans, vans, and full size buses. All vehicles will pass through the campus main vehicle sally port and then onto a dedicated vehicle sally port that will be located adjacent to WRTH. Transferring incarcerated people will then pass through a dedicated secure pedestrian sally port into WRTH and be either escorted directly to their assigned housing unit or placed in individual and group temporary holding cells, which have been provided in sufficient number to provide staff with ability to adequately segregate incarcerated people.
- **Deliveries:** Deliveries to the WCDF campus will remain unchanged. Supplies and other items that will be moving in and out of WRTH will be handled by authorized staff and moved through either the secure pedestrian sally port utilized by authorized staff and incarcerated people, or by a dedicated roll-up door that provides access/egress from a secure supplies/materials staging area.

2.2. Security Zoning and User Group Access

For the purposes of this document, the facility user-groups are categorized as follows:

- a. **Visitors:**
 - Public (contact and non-contact)
 - Professional (non-contact; attorneys to use pass-throughs for documents)
- b. **Staff:**
 - Sheriff's Staff
 - General County Staff

- Contract Staff
- Program Providers (Education, CBO Program Providers, Volunteers)
- c. Incarcerated People
 - Administrative Segregation
 - Gang Members/ Gang Drop Outs
 - High Security – General Population
 - Behavioral Health
 - Protective Custody

2.3. Introduction and Organizational Structure

This section provides detailed programmatic information for each primary functional component that will be located and operated within WRTH, organized on a component-by-component basis. This information is intended to be used in concert with, and to supplement, the space program and adjacencies/facility layout concepts that accompany this document. Lastly, this narrative is not intended to provide design and or engineering specifications, or restate design and operational requirements outlined in state and local building codes, including Titles 15 and 24. Each component will be addressed in the following standardized format:

Primary Function: Describes the component's primary mission and purpose.

Planned Activities, Programs, Processes, and Operations: Describes what activities and programming will occur within the component; and/or what processes will be used to deliver a service, or provide a function; and/or how the component will be operated.

General Facilities Description: Describes the component's facilities characteristics, in terms of: spatial requirements, configuration, number of levels, general arrangement of spaces, and other factors. It is recognized, however, that a number of practical design constraints may affect the ideal spatial arrangement documented here and in the incorporated diagrams.

Special Design Concerns: Addresses specific design issues or concerns that have surfaced during interviews and workshops held as a part of this programming effort, along with additional recommendations developed by this programming/design team. The narrative supplied below is also supplemented on a line item-by-line item basis in the “comments” column of the building space program.

Locational Criteria: Describes the component’s general location within the facility and its proximity to other components within the facility.

Hours of Operation: The purpose of documenting the hours of operation is to aid the programming and design team in quantifying the number of people that will be onsite at any given time. Accomplishing this task will in turn, provide information that will be utilized to size specific component area and understand the flow of persons throughout the facility at various periods during the day.

Typical Users: The user groups occupying or using given component/functional area will be identified in the following categories: Public Visitors, Professional Visitors, Program Providers, Sheriff’s Staff, Other County Staff, and Contract Staff. Quantifying this information will aid the programming/design team in defining component security zones and the configuration of primary circulation corridors within the facility.

Service Demand: Service demand is quantified (where data/estimates were readily available from the county) in terms of number of persons served, number clients, volume of meals served, etc. This quantification will be documented wherever the County provided specific data. If specific data was unavailable, then the programming-design team relied on best estimates by staff and the programming-design teams’ experience in developing other like facilities. These data and calculations have aided the programming-design team in sizing a given area and in some cases the degree of circulation space required.

Operational Capacity: Quantifies the number of occupants, users, vehicles, volume of materials, etc., within a given area. The programming/design team will also utilize this data to size and configure a given area.

3. FUNCTIONAL PROGRAM – COMPONENT DETAIL

3.1. Custodial Housing Units: Standard Housing Unit

Primary Function: This component will provide facilities for the day-to-day housing of incarcerated people. The population will include only high-security sentenced and unsentenced men, classified into Administrative Segregation, Gang Members, Gang Drop-Outs, High Security General Population, and Protective Custody. People housed in these facilities may be serving sentences of unspecified duration.

Planned Activities, Programs, Processes, and Operations: The primary activities to occur in the housing units include: sleeping, personal hygiene, dining, academic education, counseling programs (on an individual, small group, and large group basis), indoor recreation/leisure activities (TV, board games, reading), outdoor recreation, non-contact visiting, video visiting, and authorized telephone calls to the outside. Mail will be delivered directly to the units, but must be opened in the presence of staff to prevent contraband from being introduced into the living unit. No visiting will occur in the living units. Residents of WRTH will sleep in and attend to their immediate personal hygiene in mostly double-occupancy “wet” cells (equipped with combination unit comprised of a toilet and lavatory), but will utilize common showers fitted with privacy screens observable from the officer control station. All dining will occur in the dayroom.

General Facilities Description: All Standard Housing Units will be configured in an industry-common modern podular floor layout. Each housing pod will have 32 wet cells, sized to accommodate double bunking, one of which will be ADA accessible. Therefore, each

housing unit will have a capacity of 64 beds, arrayed on a main floor and a mezzanine. The main floor will contain approximately half of the unit's cells, the dayroom (which will include video-visitation carrels), a variety of classrooms and program rooms, security sally port; contact and non-contact visiting booths (secure side only with the pod), an adjacent outdoor recreation area, and other lesser areas as identified in the building space program. The mezzanine will contain the remaining cells and be open to the dayroom below to provide ample design opportunities to provide natural light into the housing unit.

Special Design Concerns

Podular Design Configurations for Direct and Indirect Supervision Operations: The housing units will have a podular configuration and be configured to support direct-supervision operations. The design of the housing pods will: 1) provide for operational flexibility in program delivery methods; 2) yield efficient staff to housed inmate ratios achieved through superior architectural solutions; 3) facilitate ease in segregating people; and 5) unimpared lines of sight between the officer's control station and ideally all program areas, including sleeping rooms, personal hygiene areas (fitted with privacy screens), dayrooms, bonus rooms, interview rooms, and outdoor recreation areas.

Use of a prototypical design for the standard living units will be applied to promote consistent rules, operational procedures, and training for staff among each unit. The design will also focus on configuring units to minimize the need for expensive technologies by facilitating direct human supervision of the unit and staff's involvement with people housed within it. This approach includes devoting particular attention to the size and arrangement of specific areas, sight lines to and from them, and distances that staff must traverse to attend to activities and incidents that may occur within the unit.

Operational Flexibility: To provide for the highest degree of operational flexibility, all

standard housing units will be designed to allow a broad spectrum of programs to be delivered within the units – either for the entire unit, or for specific individuals whose access to centralized program facilities may be restricted for a variety of reasons. Implementing this basic concept will allow staff to easily change the programming for a given person at any time. Being able to alter program access by allowing for varied degrees of movement within the overall facilities and providing for graduated levels of access to amenities and programs is an integral part of behavior modification practices. Therefore, a “Bonus Room” has been included in each standard housing unit, which simulate more of a living room environment with softer furnishings, a dedicated TV, and more sound attenuation between it and the unit’s dayroom.

Control of Noise and Activities: All living units must be able to effectively provide for multiple and different activities to occur at the same time that require, or result in different noise levels, such self-study and reading, indoor board games, arts and crafts, and outdoor recreation. Therefore, areas supporting these activities will be carefully planned.

Durability and Maintenance: The housing pods will be designed with durability and ease of maintenance. Access to plumbing will be through chases easily accessible to maintenance personnel. Each housing unit will have a janitor closet (with mop sink) to allow ready access to cleaning materials to maintain cells and common pod areas; the floors will be of sealed concrete with drains, and lighting fixtures and glazing will be industry-typical tamper-proof.

Locational Criteria

The Standard Housing Units will ideally be placed deep into the facility and be co-located to provide design opportunities to share recreation yards (which will require careful scheduling, in order to maintain separation of different non-compatible inmate classification types). As many housing units as possible will be clustered around Central Control, so that the

movement of incarcerated people and staff within and among units can be observed via direct line of sight (to the degree possible), supplemented by facility-wide CCTV/intercom, and door control systems.

Hours of Operation: 24/7/365

Primary Users:

- Incarcerated People
- Authorized Sheriff's Staff

Secondary Users:

- Public Visitors (Non-Contact)
- Authorized Program Provider Staff
- Professional Visitors (Non-Contact, attorneys provided w/pass-through)
- County Maintenance Staff

Service Demand: overall population levels within the County's detention system will dictate Service demand for this component.

Operational Capacity:

Incarcerated People	64
Deputies.....	2
Behavioral Health/Program Provider Staff	4
Public Visitors (non-contact)	12 (two per visiting booth)
Professional Visitors.....	2 (two per visiting booth)
Total Maximum Operational Capacity.....	84

3.2. Custodial Housing Units: Behavioral Health Pod

The new Behavioral Health Housing Pod will constitute two housing units: one, 32-bed Intensive Services Unit (ISU), and one 64-bed Special Services Unit (SSU). Both will operate on direct supervision yet be observable from a common indirect supervision control station serving the entire pod. All cells on the lower level of each unit will be fitted with maximum glazing to facilitate observation and monitoring by correctional officers.

Incarcerated People with an elevated risk of suicide typically will be housed only in cells on the main level.

3.3. Custodial Housing Units: Special Services Unit

Primary Function: This component will provide facilities for the day-to-day housing of people experiencing short-term decompensation, detox, or need for stabilization. To provide for increased access to programs and treatment, this unit will contain additional program and staff spaces.

Planned Activities, Programs, Processes, and Operations: In terms of basic operations, this unit will function similar to the Standard Housing Units, but with some notable differences. Incarcerated men with elevated risk for suicide or self-harm will be housed on the main level in cells fitted with doors with expanded glazing, to permit increased observation by detention staff. Regardless, residents of the Special Service Unit will have access to significantly increased amounts of one on one and small group counseling and therapy. Psychiatric and correctional staff, primarily via direct supervision, will also closely monitor all residents of this unit.

General Facilities Description: This housing unit will be configured in an industry-common modern podular floor layout. Similar to the Standard Housing Units, the main level will contain 16 cells; a day room; multiple program and classroom spaces; common showers; housing control; security sally port; contact and non-contact and visiting booths; other lesser areas as identified in the building space program, and an adjacent outdoor recreation area.

Special Design Concerns: In addition to those identified for the Standard Housing Units, the Special Services Unit will:

- Provide CCTV monitoring of each safety and observation cell
- Include maximum glazing for safety and observation cells
- Select finishes, furnishings, equipment, and other facility fit-out items that reduce potential for self-destructive/inflicted injury
- Provide increased acoustical treatment to mitigate noise levels
- Include the use of alternative finishes to reduce environmental stimulus and

stressors while assuring durability

Locational Criteria: The behavioral housing units must be co-located in a single pod, be situated adjacent to the Standard Housing Units, yet be located as close as possible to the Medical/ Psychiatric Outpatient Clinic (Component 3.2).

Hours of Operation: 24/7/365

Primary Users:

Incarcerated People (Behavioral Health only) Authorized Sheriff's Staff

County Behavioral Health, Medical Staff

Secondary Users:

Public Visitors (Non-Contact) Authorized Program Provider Staff

Professional Visitors (Non-Contact, Attorneys provided w/pass-through)

County Maintenance Staff

Service Demand: Service demand for this component will be dictated by overall population levels within the County's detention system and the number of people with behavioral health needs.

Operational Capacity:

Incarcerated People	up to 32 (20 typical)
Deputies	1
Behavioral Health Staff	2
Program Providers	4
Public Visitors (non-contact)	6 (two per visiting booth)
Professional Visitors	2 (two per visiting booth)
Total Maximum Operational Capacity	47

3.4. Custodial Housing Units: Intensive Services Unit

Primary Function: This component will provide facilities for the day-to-day housing of people with serious and persistent mental illness who cannot function in general population.

Located on the first floor to mitigate safety risks, and fitted with maximum glazing to facilitate observation and safety, all cells within the ISU will be rated for double-bunk capacity; however, given the high-needs population it is intended to serve, the ISU will contain a mix of single and double bunks, with an expected average daily population of 20 people.

Planned Activities, Programs, Processes, and Operations: In terms of basic operations, this unit will function similar to that of the general population, but with notable differences.

Psychiatric and correctional staff on, primarily on a direct supervision basis, but also on an indirect basis, will closely monitor all people housed in this unit. Given that essentially all programs and services for the vulnerable residents housed in ISU will be delivered within the unit, the ISU will contain sufficient space to support robust behavioral health treatment.

General Facilities Description: This housing unit will be configured in an industry-common modern podular floor layout. However, because this unit is intended for people requiring the highest levels of care, this 32-bed maximum rated capacity unit will include two safety cells (dry) and 16 wet cells that can be configured as single- or double-bunked cells, housing an average daily population of approximately 20 people. As with the Standard Housing Units, this unit will contain a dayroom, bonus room/area, multipurpose rooms, interview and exam rooms, common showers, housing control, security sally port, non-contact visiting booths (secure side only within the unit), other lesser areas as identified in the building space program, and an adjacent outdoor recreation area. However, in further contrast to the Standard Housing Units, this unit will also have a medical exam room and an additional psychiatric interview room. Because behavioral health staff anticipates that nearly all programming for these people will be delivered within the housing unit, it will also contain a staff office.

Special Design Concerns: In addition to those identified for the Standard Housing Units:

- Provide CCTV monitoring of each safety and observation cell
- Consider maximum glazing for safety and observation cells
- Consider potential for self-destructive/inflicted injury by incarcerated people relative to finishes, furnishings, equipment, and other facility fit-out items
- Consider increased acoustical treatment to mitigate noise levels
- Consider the use of alternative finishes to provide a de-stressing environment while assuring durability

Locational Criteria: The behavioral housing units must be co-located in a single pod, be situated adjacent to the Standard Housing Units, yet be located as close as possible to the Medical/ Psychiatric Outpatient Clinic (Component 3.2).

Hours of Operation: 24/7/365

Primary Users:

- Incarcerated People (Behavioral Health only) Authorized Sheriff's Staff
- County Behavioral Health, Medical Staff

Secondary Users:

- Public Visitors (Non-Contact) Authorized Program Provider Staff
- Professional Visitors (Non-Contact; attorney, provided w/pass-through)
- County Maintenance Staff

Service Demand: Service demand for this component will be dictated by overall population levels within the County's detention system and the number of people with intensive behavioral health conditions.

Operational Capacity:

Incarcerated People up to 32 (20 typical)
Deputies..... 1
Behavioral Health Staff..... 2

Program Providers	4
Public Visitors (non-contact)	6 (two per visiting booth)
Professional Visitors.....	2 (two per visiting booth)
Total Maximum Operational Capacity.....	47

3.5. Housing Units Support Components

Primary Function: To provide for public and professional non-contact visitation incarcerated people; holding facilities for incarcerated people being transferred into and out of WRTH; general secure storage for housing units; and temporary staging for food and laundry carts for all housing units, and secure sally ports.

Planned Activities, Programs, Processes, and Operations:

Visiting: This component contains the authorized public/professional visiting, non-inmate secure side of non-contact visitation carrels. This component will be located contiguous to the inmate-secure side of the carrel. [Reference Component 3.1, Public Lobby and Visitation for detailed visitation logistics and operations]

Transfer Holding Areas: This component contains two holding areas for the movement of incarcerated people. Two separate holding areas have been provided to enable staff to adequately segregate people (e.g. protective custody, gang members, etc.) while awaiting movement.

Food Carts: Meals will be delivered to each housing unit in thermal carts, three times a day, and most likely by Sheriff staff, but potentially food service staff. The unit's control officer will generally immediately accept these carts into the housing unit. However, if this cannot occur, the food carts can be staged in the alcoves programmed under this component. After dining, food trays will be placed back into the cart and the cart will be moved back to the staging area, to be picked up by staff and moved back to the Central Kitchen.

Laundry Carts: Laundry carts containing soiled and washed clothing and linens that will be

moved to between the Central Laundry to the Housing Units can be staged in the alcoves programmed under this component if staff are not immediately able to move them in and out of the housing units and/or to from WRTH to the Central Laundry.

General Storage: Secure general storage closets have been programmed into this component and are anticipated to be used for emergency supplies and/or a variety of small items associated with the operations of the housing units.

Trash/Recycling: Trash and recycling containers for each unit will be stored in this component's dedicated alcoves.

General Facilities Description and Special Design Concerns:

a. Visiting:

- Provide direct lines of site for visitation carrels and non-inmate secure circulation corridors wherever feasible.
- Provide CCTV and audio monitoring of public visitation carrels.
- Provide pass-through window for professional visiting carrels (solely for the use of attorneys, and program provider staff.

b. Holding Areas:

- Provide CCTV monitoring; intercom; adequate glazing.
- Provide combination toilet/wash basin unit.
- Provide ample glazing
- Situate to provide direct line of sight for Sheriff's staff from main circulation corridors wherever feasible
- Maintain visual and physical separation between the two holding areas

c. Cart Alcoves:

- Provide the ability to adequately separate incoming and outgoing food and laundry carts
- Assure that detention staff have adequate visibility to the alcoves and that they do

not create blind spots

d. General Storage Closets

- Provide industry standard manually operated lockset, or electronic-secure access.

Locational Criteria:

- Visiting: Public and professional non-contact booths must be located directly adjacent to each housing unit they serve. Locate to minimize visitor travel distance within the overall facility, and so that primary circulation corridors are within direct lines of sight for detention staff.
- Holding Areas: These two holding areas will be located directly adjacent to one another and near the secure service entrance(s) to WRTH.
- Cart Alcoves: Locate in main staff-secure circulation corridors. Maintain separate between incoming and outgoing carts.
- General Storage Closets: Locate near each housing unit's sally port as feasible.

Hours of Operation:

Visiting: Reference Component

Holding Areas: 24/7/365

Cart Alcoves: 24/7/365

General Storage Closets: 24/7/365

User Groups:

Visitation:

Public (Non-Contact Visiting Circulation Corridors and Visiting Carrels only)

Professional – Attorneys and Authorized Program Provider Staff

(Non-contact Professional Visitation Booths with Pass-through

Authorized Sheriff's Staff

Holding Areas:

Incarcerated People

Authorized Sheriff's Staff

Cart Alcoves:

Authorized Sheriff's Staff only

General Storage Closets:

Authorized Sheriff's Staff only

Service Demand:

Visitation: Reference Component 3.1 for anticipated visitor volume determination

Holding Areas: Dictated by volume of people being transferred and overall average daily population of high security/behavioral health residents

Cart Alcoves: Dictated by food service and laundry exchange scheduling; Reference Components 3.4 and 3.5, respectively.

General Storage Closets: As needed basis.

Operational Capacity:

Visitation (per 64-bed housing unit):

Public Visitors (non-contact)	12	(two/visiting booth; 6 booth/unit)
Professional Visitors	2	(two/visiting booth; one booth/unit)
<i>Subtotal - Maximum Operational Capacity per Unit... 24</i>		
Number of Units:.....	<u>6</u>	
Maximum Number of Visitors General Housing Units	144	

Visitation (per 32-bed housing unit):

Public Visitors (non-contact)	12	(two/visiting booth; 3 booth/unit)
Professional Visitors.....	2	(two/visiting booth; 1 booth/unit)
Total Maximum Operational Capacity.....	<u>14</u>	

Total maximum number of visitors at any time - all Housing Units: 158

Holding Areas:

Incarcerated People20 (calculated at 5% of facility capacity)

Cart Alcoves:

Food Service..... 2 (two per unit, incoming/outgoing)

Laundry Service 2 (two per unit, incoming/outgoing)
Library Cart 1

General Storage Closets:7 (one per housing unit)

3.6. Recreation

Primary Function: To provide a recreational and entertainment program that allows access to exercise, recreational and entertainment opportunities including games, sporting equipment and television to maintain physical, social, and emotional wellbeing

Planned Activities, Programs, Processes, and Operations: Jail standards require a minimum of three hours of such activity distributed over a period of seven days.

General Facilities Description and Special Design Concerns:

- Indoor Recreation: Indoor recreation will take place in the day rooms and bonus rooms of the housing units, and include TV watching, movie watching, board games, video games, etc.
- Outdoor Recreation: Each housing unit has been programmed to have its own dedicated yard. Each yard will be located contiguous to the unit serves, be entirely located within the unit's secure perimeter, have direct access from the unit, and be within the direct line of sight of each housing unit's officer's control station.

In all cases, the design of the outdoor recreation yards will provide flexibility for a variety of vigorous and more passive physical activities on a year-round basis, while promoting the safety and security of incarcerated people and staff.

- Consider artificial surface
- Consider lighting
- Provide restroom in yard (Title 24 requirement)
- Provide storage for recreational equipment.

Locational Criteria: The recreation yards, must be an integrated part of the housing unit, located contiguous to the housing unit it serves, be entirely within the housing unit's secure perimeter, and ideally be in the direct line of sight of the housing control station.

Hours of Operation: Minimum exercise time allotments will be a minimum of three hours per week. Usage hours of the yards will vary and will be dependent upon the overall programming and daily schedules developed for each housing unit.

Typical Users:

Incarcerated People

Authorized Sheriff's Staff

Service Demand: Service demand will be dictated by the daily census of the facility, and specific programming developed by staff for each unit, while meeting the daily minimum exercise requirements as noted above.

Operational Capacity: Recreational Yards have been sized to permit a typical usage level of 20 people at any given time.

4. REENTRY SERVICES COMPLEX

4.1. Reentry Service Complex: General Program Facilities

Primary Function: In concert with Components 2.2 and 2.3 (below), provide facilities enabling programs staff to offer an integrated Rehabilitation and Reentry Program (R&R Program) providing a comprehensive and integrated array of validated, evidence-based, trauma informed, gender-responsive, cognitive behavioral therapies (CBT), family success services, workforce readiness courses, academic education, and transition-planning services.

Planned Activities, Programs, Processes, and Operations: A variety of life-skills and academic-based programs will be offered in classrooms and small group settings. All

activities of the R&R Program will be voluntary, and the daily schedule and curricula for the R&R Program will be designed to complement the Adult Education classes, which will be available to all who elect to participate in academic education. Academic classes will operate M-F 8:30-2:30 and will be conducted in the housing units; each housing unit contains classrooms and meeting spaces to serve this purpose. These classrooms will be available for additional services and meetings on-unit in the late afternoon, evenings, and weekends. Courses will be made available to all approved adult men and women housed at WCDF, with supplemental services offered to people remaining at MDF or MCDF.

General Facilities Description: This component will contain eight 18-person program rooms, eight 6-person small group rooms, and one large 40-person multi-purpose room, along with a security control workstation and several file and general supplies secure storage closet.

Special Design Concerns: All program rooms and multi-purpose space should have:

- Ample day lighting
- Online video-training capability
- Provisions for multi-media equipment and projection
- Tackable surfaces and white boards
- Acoustical treatment to minimize extraneous noise.
- Movable furnishings
- Lockable main doors and all closet doors
- Glazing to maximize direct lines of sight from officer's control stations
- Public address system
- Panic buttons at instructors' lecterns/workstations

Locational Criteria: All areas of this component will be grouped together and be located directly adjacent to the Workforce Readiness Center and Child/Parent Visitation Center.

Hours of Operation: This facility is anticipated to operate 0800-2100 hours Monday to Friday.

Typical Users:

- Incarcerated People
- Authorized Sheriff's Staff
- Authorized Program Provider Staff

Operational Capacity:

Incarcerated People up to 232
Deputies..... 4
Program Providers 34
Total Maximum Operational Capacity..... 270

4.2. Reentry Service Complex: Workforce Readiness Center

Primary Function: To provide facilities to support people incarcerated at WCDF in preparing for successful reentry via Reentry Workforce Readiness courses.

Planned Activities, Programs, Processes, and Operations: Planned activities anticipated to occur within the facility are general classroom instruction/lecture; use for computer workstations (evolving to tablet computers) and self-study courses.

General Facilities Description: The RWRC facilities will be comprised of one 75-person capacity multipurpose space; two 25-person capacity multipurpose spaces; participant toilet; and one officer control station.

Special Design Concerns: All multi-purpose space should have:

- Have ample day lighting
- Online video-training capability
- Provisions for multi-media equipment and projection
- Tackable surfaces and white boards
- Acoustical treatment to minimize extraneous noise

- Movable furnishings
- Lockable main doors and all closet doors
- Glazing to maximize direct lines of sight from officer control stations
- Public address system
- Panic buttons at instructors' lectern/workstation

Locational Criteria: The RWRC will be co-located with all other reentry programs within Component 2.0. Component 2.0 will be located as close to existing WCDF Building 1 to minimize walking distance for non-detention staff to access the facility.

Hours of Operation: This facility is anticipated to typically operate from 0800-2100 hours Monday through Friday.

Typical Users:

- Incarcerated People
- Authorized Sheriff's Staff
- Authorized Program Provider Staff

Operational Capacity:

Incarcerated People	up to 125
Deputies.....	1
Program Providers	6
Total Maximum Operational Capacity.....	127

2.3 Child/Parent Visitation Center

Primary Function: To provide child-friendly space for facilitated contact-visitation opportunities for children and their incarcerated parents in a safe and secure environment.

Planned Activities, Programs, Processes, and Operations: The Child/Parent Visitation Center will be operated in concert with the WCDF Family Matters program, in which social service staff will work with incarcerated parents to build stronger parenting skills; develop effective communication skills in dealing both with their child and the child's active caregiver;

set interpersonal goals for visits; tie their in-custody goals and behaviors to their hopes and motivations as parents; and build reentry plans that increase their capacities as parents.

General Facilities Description: These facilities will comprise a group visiting room, and seven 4-person family alcoves, which will allow for quieter interactions between parents and children while still allowing clear sight lines consistent with the safe and secure operations of the facility. This area will also include an officer's control station, programs supply room, a baby changing restroom, and a secure patio to permit outdoor activities for program participants.

Special Design Concerns:

- The paramount design criteria will be to provide a stress-free environment to the children that will be frequenting this facility
- Provide as normalized living room environment as possible for each of family alcoves, while maintaining durability of finishes and furnishings
- Provide direct lines of sight from the officer's control station to all areas of this component
- Provide ample glazing between this component's interior spaces and the patio
- Provide ample day lighting
- Provide necessary acoustical to minimize noise through this component and additional attenuation between each alcove

Locational Criteria: This facility will be located as close as possible to existing WCDF Building 1 to minimize the challenges of escorting children into and out of the facility, while also close to the reentry programs staff area, Component 2.4, for the convenience of staff.

Hours of Operation: Visiting will occur on a scheduled basis, with primary usage on weekends and some weekday nights. As this will be a new program, exact visiting hours and scheduling will be developed consistent with need, eligibility, safety, and efficiency.

Typical Users:

Incarcerated People (parents only, with their children)

Authorized Sheriff

Staff

Authorized Program Provider Staff

Operational Capacity:

Incarcerated People	up to 14
Deputies.....	1
Escorted Children.....	18
Program Providers	10
Total Maximum Operational Capacity	43

4.3. Reentry Service Complex: Programs Staff Support

Primary Function: To provide secure workstations and office support functions for Reentry Programs and Contra Costa County Adult Detention Education professional staff. This component will serve as the central administrative center for the overall Reentry Program.

Planned Activities, Programs, Processes, and Operations: Planned activities and processes will include but not be limited to conducting general administrative office-related activities, curricula planning, grading exams, generating student evaluations, and generating completion certificates.

General Facilities Description and Special Design Concerns: This area will be configured into three primary areas: an office suite for reentry program staff, a hoteling suite for onsite/offsite social service staff, and a common support area used by both functions that will include three conference rooms, a break room, staff restrooms, and a computer server room

Special Design Concerns:

- Provide building-typical office environment

- Provide day lighting where possible
- Assure sufficient sound attenuation from primary circulation corridors
- Provide sufficient climate control for server room
- Provide locksets and private offices

Locational Criteria: All areas within this component will be co-located, and the entire component will be located as close as possible to the Reentry Programs multipurpose areas, to minimize movement and travel time of program provider staff.

Hours of Operation: Typically, this area will operate during the normal workweek: Monday through Friday, from 8:00 AM to 5:00 PM, although some off-hours may occur.

Operational Capacity:

Professional Staff up to 27

5. FACILITY SERVICES

5.1. Visiting

Primary Function: To provide opportunities for visits with authorized social and “official” visitors (described below) to by providing contact, non-contact, and video-visitation facilities. Providing these alternative methods of visitation will enable detention staff and program providers to conduct visits in physical environments consistent with each incarcerated person’s programming, while assuring the safety of all visitors, detention staff, and incarcerated people as well as the overall security of WRTH. Facilities will also be developed to permit contact visiting that will be integral to the Child/Family Visitation Center.

Planned Activities, Programs, Processes, and Operations

- Visitation and Visitor Type Explanation: Visitors can generally be classified as Social or Official visitors. Social visitors include authorized public persons, not acting in an official capacity, but who must be on an approved clearance list. Incarcerated people may

select up to six people to be included on their approved visitor lists. Social visiting will be conducted solely on a scheduled basis. Official visitors include active law enforcement officers performing an investigation, active probation and parole agents performing their duties, California licensed medical doctors, psychiatrists, psychologists, and California attorneys working in their official capacity. Official visits can be requested at any time. Incarcerated people will be allowed as many Clergy visits as requested and as possible.

- **Inmate Visitation Privileges:** All authorized incarcerated people are entitled to social and official visiting privileges; however, people in Disciplinary Isolation or on Disciplinary Loss of Privileges will not be granted social visiting privileges, but will be permitted to have Official visits. The social visitation period is limited to 30 minutes. Only the Facility Commander grants time extensions.
- **Visitor Processing:** All social and clergy-related visitors must be on the facility clearance list. Visitors driving to the facility will park in the WCDF parking and proceed to Building 1 on the main WCDF campus. No personal lockers exist now or will be provided in the future for seeking to conduct in-person visits. Visitors will complete a "visitor form," provide it along with ID to detention staff, who will consult the facility clearance list, after which the visitor will sign in. Visitors will then pass through security screening that will include a magnetometer, x-ray machine, and a pat down area. Once having successfully cleared security screening, visitors will enter an open lobby area with seating while awaiting their scheduled interviews. Official visitors will be granted priority screening and processing over social visitors by displaying their official ID to detention staff. Note: Visitor processes for children participating in the Child/Parent Visitation Center will be developed as partnership between Sheriff staff and Family Matters staff.
- **Onsite Video-Visitation:** Video-visitation will occur in a dedicated area located in the main public lobby. Visitors authorized seeking to video-visit with incarcerated people will

be granted access to this area per the visitation schedule and will be assigned a video carrel w/monitor and audio, with each unit having a two-person capacity. Upon completion of the visit, visitors will exit back into the lobby, proceed to the registration desk, sign out, and exit the secure area via a security door controlled by detention staff.

- **Social Non-Contact Visitation:** For social visits (excluding Child/Family Visitation), visiting interface will occur almost entirely at the housing units. Incarcerated people will not be escorted from their housing units to facility common centralized visiting facilities. Per the visitation schedule, visitors will be grouped together and be escorted/proceed through a secure sally port and use a dedicated circulation corridor access a given housing unit and be assigned a visitation carrel for the 30-minute visitation period. Upon completion, they will then proceed back through the dedicated corridor to the secure sally port, and then on through the visitation lobby for sign out and secure exit.
- **Official Contact Visitation:** The process for official visiting is essentially the same as that for social visits, except that they can occur on an unscheduled basis and that official visitors will use a dedicated official visitation booth at the housing unit, which has a pass-through for the transfer of documents.

General Facilities Description:

- **Public Lobby:** This area comprises a) an open lobby, waiting, and security clearance area, that includes public restrooms; b) a visitor security processing area comprised of a registration counter/service window, queuing area, magnetometer and X-ray machine.
- **Video-Visitation Area:** This area comprises 20 video visitation carrels with a capacity of two each. Each carrel will be fitted out with a tamper-proof video monitor, camera, microphone, and speakers. Detention staff from the visiting officers control station will conduct access and control of the units remotely.

- Housing Unit Visiting Booths: Each 64-bed housing unit will have six non-contact visiting booths for social visits, and one visiting booth with pass-through glazing for official visits.

Special Design Concerns: Overall, the design of the all facilities associated with visitation will focus on operational and staffing efficiency related to the visiting process to assist the Sheriff in meeting the goal of accommodating as many visits and visitors as facility schedules, space, and detention-staffing levels will permit.

Public Lobby: The current lobby will serve WRTH, with the following characteristics:

- The building entry area will be well lit and under CCTV surveillance.
- The lobby “front” door will be capable of being electronically operated by Central Control, have an intercom, and be alarmed. However, it will be manually operated by all persons during typical visiting and business hours.
- The visitor registration and security screening stations will provide staff with clear and unobstructed view of the entire public lobby, including the security processing area, and the front door.
- The visitor service counter will include two windows with secure pass-throughs for documents. One window will be dedicated to official visitors.

Central Visiting Areas:

- Assure that the security control station has direct lines of sight to the public lobby, video visitation area, and contact visitation area, including the outdoor patio.
- The entire area will be under CCTV surveillance and monitored from WRTH Security Control with backup from WCDF Central Control.
- Provide a non-institutional, normalized, de-stressing type environment, while maintaining security and facility life-cycle durability.
- Provide grass and picnic tables in outdoor visitation area.

Housing Unit Visiting Booths:

- Provide audio recording capability

- Provide adequate sound attenuation between booths.
- Provide fixed seating with capacity for two visitors
- Provide security glazing between public and inmate-secure side
- Each 64-bed housing unit will have six, non-contact visiting booths for social visits, and one visiting booth with pass-through glazing for official visits.

Locational Criteria: The lobby, registration windows, video visitation, contact visiting areas, and respective sally ports will all essentially be co-located and adjacent to one another as feasible. The centralized visiting facilities will be located at the “front” of the facility and be conveniently accessed from the public parking lot.

Hours of Operation:

Social Visiting: Thirty-minute sessions occur as follows:

- Monday-Wednesday: Three sessions; 12:30 PM, 1:30 PM, and 2:30 PM
- Thursday: Five sessions; 12:30 PM, 1:30 PM, 2:30 PM, 3:15 PM, and 4:15 PM
- Fridays: No visiting
- Saturdays and Sundays:Five sessions: 8:30 AM, 9:30 AM, 10:30 AM, 12:30 PM, and 2:30 PM

Dedicated Program Provider Visiting:

- Thursdays: One session; 7:00 AM

Video and Contact Visiting:

- Schedules yet to be determined

Typical Users:

- Incarcerated People
- Authorized Sheriff's Staff
- Authorized Social Visitors
- Authorized Official Visitors

Authorized Program Provider Visitors

Service Demand: Ultimately, visiting levels will be determined by the daily census, visiting schedule, and capacity of the facilities as programmed. The visitor volume assumptions documented in the building space program are based on current visitor volume per inmate ratios experienced at the MDF (from May 2015 data), from which the majority of WRTH residents will be transferred.

As shown, peak-visiting volume occurs on Sunday, where analysis of a four-week sampling of data demonstrated an average of 92 visits on Sunday, which equates to an average of 0.15 visits per inmate. Further analysis of the hourly visitor volumes experienced on Sundays demonstrated that in a peak hour 25 visitations appear to be the norm, which equates to a peak hourly ratio of 0.04 visits per inmate. Based on these peak visitations to inmate ratios, 2.61 public visiting booths will be required for a 64-bed housing unit (0.04 x 64 bed capacity). Therefore, three public visiting booths will be required for a typical housing unit at WRTH.

Building	Inmates Housed	Number of Visits	
		Sunday Total	Peak Hour
Building 4	77	8	3
Building 5	225	36	13
Building 7	191	36	5
Building 8	121	12	4
Totals	614	92	25
Average Sunday Visits Per Inmate			0.15
Average Sunday Peak Hour Visits			0.04
Statistically Required Number of Booths Per 64 Bed Unit			2.61
Physical Number of Booths per 64 Bed Unit			3
Booths Required: Six, 64-bed units		6	18
Booths Required: One, 32-bed unit		1	2
TOTAL BOOTHS REQUIRED			20

Operational Capacities:

Public Lobby

- Standing72
- Fixed seating15
- Registration window queuing12
- Security screening queuing6

Total..... 105

Video Visiting

- Carrels (2 per carrel; 20 carrels..... 40
- Housing Unit Visitation Booths: Reference Component 1.3

3.2 Medical/Psychiatric Outpatient Clinic

Primary Function: To ensure provision of emergency and basic health and behavioral health care services to all incarcerated people. These services will be provided through the Contra Cost County Detention Health Services and Medical Services departments and will be consistent with community standards of privacy, cleanliness, and competence.

Planned Activities, Programs, Processes, and Operations: Initial intake health care screening will continue to take place at the MDF. WRTH will provide basic triage, dispensing of pharmaceuticals, and outpatient clinic-related services delivered within WRTH, including X-ray, and dialysis. Medications will continue to be delivered, stored, and distributed onto pill carts at the main medical facility that currently exist on the WCDF campus. Medical staff will then transport pill carts to WRTH and make scheduled rounds to each of the housing units. Pharmaceuticals will be dispensed in the housing units by medical staff (with the all drugs and supplies being contained in a mobile cart. All psychiatric-patient interviews will occur primarily in interview rooms provided in each of WRTH's housing units. Any person sufficiently ill to require an infirmary or requiring more intensive services will be transported to an appropriate county/community provider facility. People housed at WRTH who require isolation cells will be transported to the MDF and be housed in any of the four negative pressure cells located in F Module on the F-ISO wing.

General Facilities Description and Special Design Concerns: This component will serve as a basic outpatient clinical facility. It will be comprised of a small waiting area, exam room,

storage for medical supplies and non-prescription pharmaceuticals, an x-ray room, a dialysis room, and administrative area. Urine specimen collection will occur in a dedicated inmate toilet located within this area. Active medical files will be stored in this component and must be secure. It will not contain an infirmary or isolation beds.

Locational Criteria: This component will be located directly off of a main in-custody secure circulation corridor and as close to the housing units as feasible, ideally adjacent to the Behavioral Health Pod.

Hours of Operation: At least one RN/LVN will be in the facility on a 7/24/365 basis.

Typical Users:

- Public Designated Sheriff Staff Only
- County Staff (General) Contracted Professionals
- County Sheriff Staff Incarcerated People

Service Demand: Service demand for this function will be dictated by the overall census of the facility, number of requiring prescription drugs, outbreaks of viruses and contagious diseases.

Operational Capacity (maximum shift):

Incarcerated People	up to 8
Deputies	1
Medical Staff	4
Behavioral Health Clinical Staff	2
Total Maximum Operational Capacity	15

5.2. Commissary

Primary Function: Provide approved commissary items for all authorized incarcerated people

Planned Activities, Programs, Processes, and Operations: Trinity Services Group provides Commissary services under County Contract. Day shift deputies will provide commissary order forms every Monday afternoon to any incarcerated people requesting commissary. Evening shift deputies will collect all completed commissary order forms no later than 2145 hours every Monday evening. Morning deputies will place completed commissary order forms in the mailroom slot marked "Canteen." These order forms will be provided to Trinity Services Group for filling. Trinity is responsible for maintaining strict procedures to safeguard every aspect of the commissary process, from warehouse to delivery and distribution. All orders are placed on secure trucks, transported under close security to the WCDF warehouse, unloaded under supervision, and distributed and tracked electronically. All commissary items are packaged in clear, tamper-proof plastic to ensure that nothing is concealed as well as clear personal items that prevent concealed contraband. Trinity staff will transport the items to WRTH and under the supervision of authorized sheriff's staff distribute the commissary items in accordance with CSB Policy and Procedure 2.08.43.

General Facilities Description: No dedicated facilities will be provided at WRTH.

Commissary will use the WCDF warehouse only as their staging area.

Special Design Concerns: None

Hours of Operation: Collection and internal CSB processing of order will occur on Monday.

Delivery to, and distribution of commissary items in each housing unit will occur on a yet-to-be determined scheduled basis.

Typical Users:

- Incarcerated People
- Authorized Sheriff's Staff
- Trinity/other contact provider staff

Service Demand: Service demand will be dictated by the daily census of the facility and

volume of approved commissary request.

Operational Capacity: Not applicable.

5.3. Food Service

Primary Function: To provide all incarcerated people with three nutritionally adequate and properly prepared meals per day, pursuant to Minimal Jail Standards Section 1246.

Planned Activities, Programs, Processes, and Operations: All dining will take place in the housing units. All meals will be prepared, served onto trays, and loaded into thermal meal delivery carts in the WCDF's Central Kitchen by County staff and inmate workers. Detention staff will then transport the carts to WRTH, where they will pass through the secure facility service sally port, and then be moved by detention staff directly to the housing units or food cart alcoves, until they can be moved into the units. Once the carts have been moved into the unit, each inmate will receive a tray, eat in the day room, and replace the used tray (along with used disposable plates, glasses, and utensils) back into the cart. Detention staff will then move the meal carts either to the food cart alcoves, or directly out of the facility through the service sally port. Inmate worker staff will then transport the meal carts back to the central kitchen for processing and reuse.

General Facilities Description and Special Design Concerns: The only food service facilities provided in WRTH are for meal cart staging. One meal cart-staging alcove will be provided per housing units and have the capacity to store two meal carts. Reference Component 1.3 for details.

Locational Criteria: The meal cart staging alcoves will be located directly adjacent to each housing unit, in a main circulation corridor, so that authorized sheriff staff can access them, and so that they are visible to same.

Hours of Operation: The meal carts will be moved to WRTH housing units as follows:

breakfast: 0430 lunch 1000; dinner 1600 hours.

Typical Users:

Incarcerated People

Authorized Sheriff's Staff

Service Demand: Service demand levels will be dictated by the overall daily census of the facility, multiplied by three meals per day. Note that the WCDF's central kitchen has sufficient capacity to serve the additional 418-bed capacity that are planned for WRTH.

Operational Capacity: Three carts per 64-bed housing unit; two carts for 32-bed housing unit. 20 carts total.

5.4. Laundry

Primary Function: To provide facilities for the transfer of soiled laundry (clothing, linens, and blankets) to and from housing units to the Central Laundry located on the WCDF main campus, which is located external to the secure perimeter of WRTH. No laundry processing facilities (washing, drying, or mending) will be located within WRTH.

Planned Activities, Programs, Processes, and Operations: Upon booking, all incarcerated people are issued clothing, linens, and bedding that is clean, freshly laundered, in good repair, and free of vermin. Each item of clothing and linen issued is Sheriff's Property, for which the individual shall be held accountable. Each Facility Commander is responsible for publishing and posting a laundry schedule for their facility. Facility Commanders will ensure that laundry is collected for each inmate at least once each week. The facility laundry schedule will include the dates for blanket exchange, which will be at least once every three months. Incarcerated people will have the opportunity to have their clothing and linen laundered at least once each week.

Laundry Exchange Process: Each person is issued his or her own laundry bag. Individuals will place their soiled laundry in their bag, after which the housing deputy will zip tie the bag

and place it in a soiled laundry cart. Detention staff will move the laundry cart from the housing unit and move it to the laundry cart alcoves or directly out of WRTH for movement to the Central Laundry.

General Facilities Description and Special Design Concerns: The only dedicated facilities in WRTH related to inmate laundry service will be one laundry cart alcove (capacity for one soiled and one clean laundry cart) per housing unit Reference Component 1.3, Custodial Housing Support Areas for special design concerns.

Locational Criteria: The laundry cart alcoves will be located directly adjacent to each housing unit, near the unit's sally port.

Hours of Operation: Laundry exchange will occur at least once a week. The Central Laundry currently operates from 6AM to 12:30PM.

Typical Users:

- Incarcerated People Authorized Sheriff's Staff

Service Demand: Volume will be dictated by the overall daily census of the facility.

Operational Capacity: The existing WCDF Central Laundry has sufficient capacity to accommodate the additional bed planned capacity of WRTH. However, additional space may be required for storage of more linens, clothing, bedding, laundry chemicals, and carts.

Additional inmate workers may also be required.

5.5. Library

Primary Function (Recreational Library): To provide a variety of recreational reading material to meet the interests and needs of incarcerated people, and provide a variety of reference material for centralized use, as well as to provide library resources informational resources.

Primary Function (Law Library): To provide access to materials in the existing law library at

the WCDF, and provide pro-per privileges to incarcerated people as outlined by Contra Costa County Superior Court, as well as provide limited duplicating service incarcerated people requesting legal assistance.

Planned Activities, Programs, Processes, and Operations: Recreational reading material from the central library located on the main WCDF campus will be distributed frequently on a rotating basis to WRTH housing units. All people housed at WRTH will have access to reading materials and be able to read in their cells, day room, and bonus rooms.

General Facilities Description: The only dedicated space with WRTH provided for the library is a small alcove that is intended to be used for the temporary staging of book carts prior to delivery to the housing units, or while being returned to the central library.

Locational Criteria: The library book cart alcove will be located centrally to all housing units.

Special Design Concerns: None

Hours of Operation: Delivery to, and distribution of library materials to each housing unit will occur on a yet-to-be determined scheduled basis, yet is anticipated to occur during the normal workweek..

Typical Users:

Incarcerated People

Authorized Sheriff's Staff

Authorized Library staff

Service Demand: the volume of requests for specific recreational and legal related materials and each housing unit's occupancy levels will dictate Service demand.

Operational Capacity: Staging area for two book carts in primary circulation corridors and space for one book cart in the dayroom of each housing unit.

6. FACILITIES SUPPORT

6.1. Security Control

Primary Function: To: 1) provide monitoring and control of all communications, life-safety, and security systems of WRTH, including all entries, exits, secure vestibules, and doors; via CCTV, electronically controlled locks, intercom, and radio communications; 2) provide the monitoring and/or control of all inmate and staff movement; 3) WRTH security control will ideally also be provided with sufficient electronic hardware and software to serve as backup to WCDF Central Control and vice-versa.

Planned Activities, Programs, Processes, and Operations: This function will be the security and life-safety hub of the facility. Control room activities will include, but will not be limited to:

- Controlling and monitoring all primary facilities access/egress points.
- Monitoring and or controlling: building and perimeter alarm systems, life safety systems, card key access points, CCTV, public address, perimeter lighting, radio systems, and personal alarm system
- Serving as the communications center for the facility
- Control movement of incarcerated people
- Controlling and storing the facilities emergency response equipment and supplies
- Providing secondary direct observation of within line of sight in-custody secure corridors and housing units as feasible

General Facilities Description: This self-contained area will be comprised of a main security control room with security control workstations; related electronic equipment room; staff support facilities (toilet, kitchenette) required to minimize the need for staffing relief; and storage of emergency supplies and equipment.

Special Design Concerns: This area will be designed as a totally secure, self-contained, self-sufficient component, capable of operating all building system controls quickly and efficiently with minimum staff. Regardless of the level and sophistication of security

equipment used, there is no electronic substitute for personal interaction between incarcerated people, staff, and other facility users. The built environment will be developed to mitigate stress and fatigue of staff that are confined within a small amount of space for long periods. Special consideration to temperature, humidity, ventilation, lighting systems, and acoustics will be directed towards this area. Additionally:

- The entire envelope surrounding this area will be of secure construction to prevent unauthorized admittance by incarcerated people, public visitors, service providers, or any other unauthorized persons. Therefore, all openings into Security Control must be secure, including, air supply ducts, and any conduit openings.
- Provide ample glazing to permit as much direct line of sight observation of in-custody corridors as possible.
- Provide microphone/speaker communication and pass-through slot for the transfer of documents and potentially other small items to detention staff.

Locational Criteria: This component will be located deep into the facility and central to all housing units, and be afforded as much direct visibility as possible to the primary in-custody secure corridors.

Hours of Operation: Continuous; 24/7/365.

Typical Users:

- Authorized Sheriff's Staff Only

Service Demand: Demand will be dictated by the size of the average daily population, admissions and release volume, visitation volume, and the amount of programming that requires to be moved from their living units to centralized program areas.

Operational Capacity:

Duty Supervisors Workstation ... 1
Security Control Workstations .. 2
Total occupancy:..... 3

6.2. Facilities Maintenance and Custodial

Primary Function: Maintenance and repair of the Custody Services building structures; upkeep of exterior grounds; maintenance and repair of interior walls (including glazing and common hardware items; repair and replacement of floor coverings; repair and replacement of machinery and systems inherent to the building, and other special purpose equipment.

Planned Activities, Programs, Processes, and Operations: WRTH facilities will operate as satellite facilities for General Services Maintenance and Custodial Staff, potentially vendors under county contract, and as a secondary receiving staging area for the Warehouse function. Usage of this facility is expected to be relatively light, yet essential for efficient operations.

Receiving Staging Area: A receiving/staging area for larger items (non-commissary, food service, laundry, or library) has been programmed into the facility to allow for the bulk delivery of general building supplies and custodial supplies that will then be distributed to the general storage and custodial closets that are located in each housing unit, and distributed throughout common areas of the facility. There will be no dedicated vehicle sally port for delivery vehicles. Therefore the access door between this area and the exterior is an integral part of the secure perimeter of the facility.

Maintenance Shop: The Maintenance Shop is planned as a simple satellite facility where minor building maintenance and repair tasks could be carried out. No painting, welding, carpentry will occur in this facility. Typical items that will be stored in the storage area include, air filters, belts, light bulbs, ceiling tiles, general hardware, and minor plumbing parts and supplies.

Custodial Storage: Basic storage of equipment (vacuums, floor polishers) and supplies (chemicals and paper products).

General Facilities Description and Special Design Concerns: This area will have only open ceilings, unfinished walls, and finished concrete floors.

Special Design Concerns – Receiving and Staging Area:

- Provide secure double doors access at a minimum, consider roll-up doors are necessary
- The secure double-door between the exterior loading area and internal staging area will be able to be operated manually by staff and electronically operated by Security Control. An intercom to Central Control will also be provided, and the entire loading area will be monitored via CCTV
- To simplify operations and minimize construction cost, the loading area will be external to the building need not be secure. Therefore, no vehicle sally port for this function is envisioned

Special Design Concerns – Maintenance Shop: The shop will be designed as a single area to provide staff with maximum flexibility to carry out a variety of maintenance and repair tasks. Since a variety of equipment and fixtures will be located in a common area, careful arrangement and spacing of this equipment is required to promote a safe and efficient work environment. Additionally:

- Provide compressed air, supplemental ventilation, hot and cold water, utility sink, and emergency eyewash/shower.
- All other storage and worktable equipment will be freestanding.
- Provide ample day lighting.

Locational Criteria: This component will be located away from the public and staff entrances, yet provide convenient access to the primary circulation corridors of the facility and from its exterior.

Hours of Operation: As needed

Typical Users:

Authorized Sheriff's Staff

County General Services Maintenance and Custodial Staff

Service Demand: Demand will be dictated ordering volume of supplies as well as the age and reliability of building systems.

Operational Capacity (staff):

Staging Area 2

Maintenance Shop 2

Total occupancy: 4

6.3. Administration

No dedicated facilities to house this function will be provided in WRTH. Staff will utilize existing facilities within Building 1 on the main WCDF campus.

6.4. Staff Support (lockers, training, and staff dining)

No dedicated facilities to house this function will be provided in WRTH. Staff will utilize existing facilities within Building 1 on the main WCDF campus.

6.5. Warehouse

Only minor satellite staging and storage areas identified under Component 4.2 will be provided in WRTH, which will primarily rely on the existing warehouse located on the main WCDF campus.

6.6. Booking, Classification, Transfer, and Release

All bookings, classification, and releases will continue to occur at the MDF. Two holding areas for those transferring into and out of WRTH have been provided.

6.7. Personal Property: All property will remain at the MDF Booking Facility

Component Code and Description	Base Program			Comments
	Component Sq. Ft.	Gross-Up Factor	Gross Square Feet	
1.0 Housing				
1.0 Housing Unit: Standard	49,385	10%	54,323	64 Beds Per Unit; 5 Units
1.2 Housing Unit: Behavioral Health - Special Services	9,917	10%	10,909	64 Beds Per Unit; 1 Unit
1.3 Housing Unit: Behavioral Health - Intensive Services	7,376	20%	8,852	32 Beds Per Unit; 1 Unit
1.4 Inmate Housing Support Areas	5,783	25%	7,229	
1.5 Recreation Yards	-	-	-	See below
Subtotal	72,462	12%	81,313	
2.0 Reentry Service Center				
2.1 Reentry Programs Component	7,690	20%	9,228	
2.2 Workforce Readiness Center	3,062	20%	3,674	
2.3 Child/Parent Visitation Center	1,904	20%	2,285	
2.4 Programs and Academic Staff Support Areas	3,923	20%	4,708	
Subtotal	16,579	20%	19,894	
3.0 Inmate Services				
3.1 Inmate Visiting	650	15%	747	
3.2 Medical/Psychiatric Services	2,045	15%	2,352	
3.3 Commissary	-	-	-	Housed external to facility on main campus
3.4 Food Service	-	-	-	Housed external to facility on main campus
3.5 Laundry	-	-	-	Housed external to facility on main campus
3.6 Library	-	-	-	Housed external to facility
Subtotal	2,695	15%	3,099	
4.0 Facilities Support				
4.1 RTF Security Control	829	15%	953	
4.2 Facilities Maintenance/Custodial	758	12%	849	
4.3 Inmate Movement	480	12%	538	
4.4 Administration	-	-	-	Housed external to facility on main campus
4.5 Staff Support	-	-	-	Housed external to facility on main campus
4.6 Warehouse	-	-	-	Housed external to facility on main campus
4.7 Booking, Classification, Transfer, Release	-	-	-	Housed external to facility on main campus
4.8 Inmate Property	-	-	-	Housed external to facility on main campus
Subtotal	2,067	13%	2,340	
Subtotals - Enclosed Space	93,802	14%	106,647	
Electrical/Mechanical		6%	6,399	
TOTAL ENCLOSED BUILDING GROSS SQUARE FEET			113,045	
Total Beds	418		418	
Square Feet Per Bed	224		270	
Non-Enclosed Building Space				
Recreation Yards - Standard Housing Units			5,100	
Recreation Yard - Mental Health Housing Unit			780	
Visiting Outdoor Patio			1,500	
Building 1 Access Way			6,000	Estimated/Revise with Design
Subtotal - Non-Enclosed Space			13,380	
TOTAL PROJECT BUILDING GROSS SQUARE FOOTAGE			126,425	
Total Rated Beds	416		416	
Square Feet Per Bed	225		448	

Program Code: **1.0 Custodial Housing**
Component: **1.1 Housing Unit: Standard**
32 Sleeping Rooms (Double Bunk Capacity)

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
1.1 0.00	Sleeping Rooms				
1.1 1.01	Double-Bed Rooms (Wet)	70	31	2,170	CCR Title 24: 70 SF min.; Includes: fixed bunk, combination stainless steel toilet/wash basin/drinking fountain fixture; desk and seat; door electronically operated from officers station, RFT Security Control and Campus-wide Central Control); Intercom to officer control station. Sound-activated audio monitoring system; CCTV monitoring by RFT Security Control and Campus Wide Central Control
1.1 1.02	Sleeping Room - Accessible (Wet)	100	1	100	Same treatment as standard sleeping room; can be used as double bunked; all components must meet accessibility standards.
1.1 1.03	Hygiene Areas Shower/Changing Area - Standard	35	3	105	Provided at ratio of 1:20 per CCR Title 24 (when combined with ADA unit below); tempered water; individual non-gang shower, with dressing area. Provide modesty screen but head and feet must be visible to control officer. Provide safety clothes hook.
1.1 1.04	Shower/Changing Area - ADA	80	1	80	Must meet accessibility criteria, and include same fit-out as standard shower.
1.1 1.05	Program Areas Day Room	2,240	1	2,240	CCR-Title 24: 35 sf per inmate Activities: dining, meetings, (board games, TV). Provide movable tables/w chairs, secure casework for storage of board games; paid/collect telephones at ratio of 1:5 inmates; and sink with drinking fountain.
1.1 1.06	<u>Programs Room - Small Groups</u>			340	Subtotal from below
1.1 1.07	Open Area - Seating/Tables (Capacity 10)	30	10	300	Capacity 10 @ 30 sf/person
1.1 1.08	Storage Closet	40	1	40	Secured via manual key; 4' x 5'; 2 closets on each opposing wall.
1.1 1.09	<u>Programs Room - Standard</u>			460	Subtotal from below
1.1 1.10	Open Area - Seating/Tables (Capacity 20)	15	20	300	Capacity 20 @ 15 sf/person
1.1 1.11	Lectern/Demonstration Area	80	1	80	Open area
1.1 1.12	Storage Closet	40	2	80	Secured via manual key; 4' x 5'; 2 closets on each opposing wall.
	Layout Adjustment	Allowance			

Program Code: **1.0 Custodial Housing**
 Component: **1.1 Housing Unit: Standard**
32 Sleeping Rooms (Double Bunk Capacity)

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
1.1 1.13	<u>Classroom - Standard</u>			460	Subtotal from below (19 sf/per person, excluding closets)
1.1 1.14	Open Area - Seating/Tables (Capacity 20)	15	20	300	15 sf per person
1.1 1.15	Lectern/Demonstration Area	80	1	80	Open area
1.1 1.16	Storage Closet Layout Adjustment	40 Allowance	2	80	Secured via manual key; 4' x 5'; 2 closets on each opposing wall.
1.1 1.17	Common Toilet	50	1	50	Single occupancy, unisex; locate adjacent to classroom; directly accessed from day room; temperate water, specialized ventilation.
1.1 1.18	Interview Room - Independent Study	80	1.5	120	Capacity four persons; provide: acoustical privacy, fixed furniture, security glazing on door; 3 rooms shared between two housing units.
	Visiting				
1.1 1.19	Video Visiting Carrel	25	6	150	One per ~10 inmates
1.1 1.20	Non-Contact Visiting Booth - Public	40	3	120	One per ~20 inmates - secure inmate-side itemization of sq. ft. only
1.1 1.21	Non-Contact Visiting Booth - Professional	40	2	80	One per 32 inmates - secure inmate-side itemization of sq. ft. only
	Physical Recreation				<i>Exterior requirement, listed under physical recreation component.</i>
	Unit Support				
1.1 1.22	Sallyport	80	1	80	Double door, with security glazing, electronically operated and observed via CCTV and intercom by Central Control and Officer's Control Station.
1.1 1.23	Officer's Control Station - Direct Supervision Station	60	1	60	Locate on unenclosed raised platform with raised front counter. Ideally provide unobstructed view of dayroom, showers, sleeping rooms, multi-purpose rooms, and outdoor recreation yard. Contains control panel for doors, alarms, phones.
1.1 1.24	Housing Unit Service Window/Pass-Through	24	1	24	Housing Unit side only, capacity 2 @ 12 sf per person
1.1 1.25	General Storage/Rec Equipment	40	1	40	
1.1 1.26	Janitorial/Storage Closet	40	1	40	Provide utility sink; vertical storage for mops, shelving for supplies.
	Housing Support Components (<i>Exterior to Unit</i>)				Reference Component 1.4
	<i>Food and Laundry Cart Staging</i>				
	<i>Trash/Recycling Staging</i>				
	<i>Safety Equipment/Emergency Response Supplies</i>				
	<i>Recreation Yard</i>				Reference Component 1.5

Program Code: **1.0 Custodial Housing**
 Component: **1.1 Housing Unit: Standard**
32 Sleeping Rooms (Double Bunk Capacity)

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
TOTALS					
Program Code:	1.0 Custodial Housing		Subtotal - SF	6,719	
Component:	1.1 Housing Unit: Standard		Circulation/Eff. Factor	47%	
			Internal Circulation SF	3,158	
			Total Unit SF	9,877	
			Number of Units	5	
			Total Component SF	49,385	

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Program Code: **1.0 Custodial Housing**
Component: **1.2 Housing Unit: Behavioral Health - Special Services**
32 Sleeping Rooms (Double Bunk Capacity)

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
1.2 0.00	Sleeping Rooms				
1.2 1.01	Double-Bed Rooms (Wet)	70	31	2,170	CCR Title 24: 70 SF min.; cells located on two-levels. Ground level cells require extended glazing on all doors for observation purposes. Mezzanine cell doors facility typical; Includes: fixed bunk, combination stainless steel toilet/wash basin/drinking fountain fixture; desk and seat; door electronically operated from officers station, RFT Security Control and Campus-wide Central Control); Intercom to officer control station. Sound-activated audio monitoring system; CCTV monitoring by RFT Security Control and Campus Wide Central Control
1.2 1.02	Sleeping Room - Accessible (Wet)	100	1	100	Same treatment as standard sleeping room; can be used as double bunked; all components must meet accessibility standards.
1.2 1.03	Hygiene Areas Shower/Changing Area - Standard	35	3	105	Provided at ratio of 1:20 per CCR Title 24 (when combined with ADA unit below); tempered water; individual non-gang shower, with dressing area. Provide modesty screen but head and feet must be visible to control officer. Provide safety clothes hook.
1.2 1.04	Shower/Changing Area - ADA	80	1	80	Must meet accessibility criteria, and include same fit-out as standard shower.
1.2 1.05	Program Areas Day Room	2,240	1	2,240	CCR-Title 24: 35 sf per inmate Activities: dining, meetings, (board games, TV). Provide movable tables/w chairs, secure casework for storage of board games; paid/collect telephones at ratio of 1:5 inmates; and sink with drinking fountain.
1.2 1.06	<u>Programs Room - Small Groups</u>			340	Subtotal from below
1.2 1.07	Programs Room - Small Groups	30	10	300	Capacity 10 pers. Enclosed area; simulate living room environment, TV; higher grade lunge type furnishings; provide glazing; visible from Control Station.
1.2 1.08	Storage Closet	40	1	40	Secured via manual key; 4' x 5'; 2 closets on each opposing wall.
1.2 1.09	<u>Programs Room - Standard</u>			460	Subtotal from below (19 sf/per person, excluding closets)
1.2 1.10	Open Area - Seating/Tables (Capacity 20)	15	20	300	17 sf per person
1.2 1.11	Lectern/Demonstration Area	80	1	80	Open area
1.2 1.12	Storage Closet	40	2	80	Secured via manual key; 4' x 5'; 2 closets on each opposing wall.
	Layout Adjustment	Allowance			

Program Code: **1.0 Custodial Housing**
Component: **1.2 Housing Unit: Behavioral Health - Special Services**
32 Sleeping Rooms (Double Bunk Capacity)

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
1.2 1.13	<u>Classroom - Standard</u>			460	Subtotal from below
1.2 1.14	Open Area - Seating/Tables (Capacity 20)	15	20	300	15 sf per person
1.2 1.15	Lectern/Demonstration Area	80	1	80	Open area
1.2 1.16	Storage Closet Layout Adjustment	40	2	80	Secured via manual key; 4' x 5'; 2 closets on each opposing wall.
		Allowance			
1.2 1.17	Common Toilet	50	1	50	Single occupancy, unisex; locate adjacent to classroom; directly accessed from day room; temperate water, specialized ventilation.
1.2 1.18	Interview Room - Independent Study	80	3	240	Capacity four persons; provide: acoustical privacy, fixed furniture, security glazing on door; 3 rooms shared between two housing units.
1.2 1.19	Meeting/Interview Room - Small	100	4.0	400	Capacity 4
	Visiting				
1.2 1.20	Video Visiting Carrel	25	6	150	One per ~10 inmates
1.2 1.21	Non-Contact Visiting Booth - Public	40	3	120	One per ~20 inmates - secure inmate-side itemization of sq. ft. only
1.2 1.22	Non-Contact Visiting Booth - Professional	40	2	80	One per 32 inmates - secure inmate-side itemization of sq. ft. only
	Physical Recreation				<i>Exterior requirement, listed under physical recreation component.</i>
	Unit Support				
1.2 1.23	Sallyport	80	1	80	Double door, with security glazing, electronically operated and observed via CCTV and intercom by Central Control and Officer's Control Station.
1.2 1.24	Officer's Control Station - Direct Supervision Station	60	1	60	Locate on unenclosed raised platform with raised front counter. Ideally provide unobstructed view of dayroom, showers, sleeping rooms, multi-purpose rooms, and outdoor recreation yard. Contains control panel for doors, alarms, phones.
1.2 1.25	Housing Unit Service Window/Pass-Through	24	1	24	Housing Unit side only, capacity 2 @ 12 sf per person
1.2 1.26	General Storage/Rec Equipment	40	1	40	
1.2 1.27	Janitorial/Storage Closet	40	1	40	Provide utility sink; vertical storage for mops, shelving for supplies.
	Housing Support Components (<i>Exterior to Unit</i>)				Reference Component 1.4
	<i>Food and Laundry Cart Staging</i>				
	<i>Trash/Recycling Staging</i>				
	<i>Safety Equipment/Emergency Response Supplies</i>				
	<i>Recreation Yard</i>				Reference Component 1.5

Program Code: **1.0 Custodial Housing**
 Component: **1.2 Housing Unit: Behavioral Health - Special Services**
32 Sleeping Rooms (Double Bunk Capacity)

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
TOTALS			Subtotal - SF	7,239	
Program Code:	1.0 Custodial Housing		Circulation/Eff. Factor	37%	
Component:	1.2 Housing Unit: Behavioral Health - Special Services		Internal Circulation SF	2,678	
			Total Unit SF	9,917	
			Number of Units	1	
			Total Component SF	9,917	

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Program Code: **1.0 Custodial Housing**
 Component: **1.3 Housing Unit: Behavioral Health - Intensive Services**
Total Physical Capacity Up to 32 BSCC-rated beds (Typical operational ADP: 20 Inmates)

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
1.3 0.00	Sleeping Rooms				
1.3 1.01	Mix of Single and Double Bed Cells (Wet)	70	15	1,050	CCR Title 24: 70 SF min.; all single level (no mezzanine) specialized doors with extended glazing for observation purposes. Mix of single and double bed cells. Double bed cells should have facility-typical FF&E fit-out. Single bed cells should be fitted out to minimize suicide risks. Consider CCTV monitoring in single bed cells, observe red from housing control, RTF and main Central Control. All other fit-out facility-typical (64-bed unit) standard.
1.3 1.02	Sleeping Room - Accessible (Wet)	100	1	100	
1.3 1.03	Safety Cell (Dry)	70	2	140	CCR Title 24: 70 SF min.; Includes: door electronically operated from officers station, RFT Security Control and Campus-wide Central Control); Intercom to officer control station. Sound-activated audio monitoring system; CCTV monitoring by RFT Security Control and Campus Wide Central Control.
1.3 1.04	Hygiene Areas Shower/Changing Area - Standard	35	1	35	Provided at ratio of 1:20 per CCR Title 24 (when combined with ADA Unit Below); tempered water; individual non-gang shower, with dressing area. Provide modesty screen but head and feet must be visible to control officer. Provide safety clothes hook.
1.3 1.05	Shower/Changing Area - ADA	80	1	80	Must meet accessibility criteria, and include same fit-out as standard shower.
1.3 1.06	Program Areas Day Room	1,120	1	1,120	CCR-Title 24: 35 sf per inmate Activities: dining, meetings, (board games, TV). Provide movable tables/w chairs, secure casework for storage of board games; paid/collect telephones at ratio of 1:5 Adults; and sink with drinking fountain.
1.3 1.07	Classroom Room (Standard)			400	Subtotal from below
1.3 1.08	Open Area - Seating/Tables (Capacity 16)	17	16	272	17 sf per person
1.3 1.09	Lectern/Demonstration Area	80	1	80	Open area
1.3 1.10	Storage Closet	20	2	40	Secured via manual key; 4' x 5'
1.3 1.11	Layout Adjustment	Allowance	1	8	
1.3 1.12	Programs Room - Small Groups	180	2	360	Standard from below
1.3 1.13	<u>Multi-Purpose Room - Small</u>			180	Subtotal from below
1.3 1.14	Open Area - Seating/Tables (Capacity 8)	20	8	160	20 sf per person
1.3 1.15	Storage Closet	20	1	20	Secured via manual key; 4' x 5'
1.3 1.16	Interview Room	80	2	160	Capacity four persons; provide: acoustical privacy, fixed furniture, security glazing on door.

Program Code: **1.0 Custodial Housing**
 Component: **1.3 Housing Unit: Behavioral Health - Intensive Services**
Total Physical Capacity Up to 32 BSCC-rated beds (Typical operational ADP: 20 Inmates)

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
1.3 1.17	Exam Room	100	1	100	
	Visiting				
1.3 1.18	Video Visiting Carrel	25	3	75	One per ~10 inmates
1.3 1.19	Non-Contact Visiting Booth	40	3	120	One ~16 inmates - secure inmate-side itemization of sq. ft. only
1.3 1.20	Common Toilet	50	1	50	Single occupancy, unisex; locate adjacent to classroom; directly accessed from day room; tepid water, specialized ventilation.
	Physical Recreation				<i>Exterior requirement, listed under physical recreation component.</i>
	Unit Support				
1.3 1.21	Sallyport	80	1	80	Double door, with security glazing, electronically operated and observed via CCTV and intercom by Central Control and Officer's Control Station.
1.3 1.22	Officer's Indirect Supervision Station/Support Area			150	Subtotal from below
1.3 1.23	Security Console/Desk	60	1	60	Lockable, visibility to all unit areas
1.3 1.24	Open Office Equipment	30	1	32	Files, etc.
1.3 1.25	Staff Toilet	50	1	50	Does not have to be accessible. Lockable; single occupancy; unisex; directly accessed from Control Station. Provide cabinet for storage of paper products, soap, and cleaning supplies; specialized ventilation.
1.3 1.26	Personal Lockers (Cubes)	6	1	6	18" x 24" x 12" per cube; stacked 6 high;
1.3 1.27	Layout Adjustment	Allowance	1	2	
1.3 1.28	Officer's Control Station - Direct Supervision Station	60	1	60	Locate on unenclosed raised platform with raised front counter. Ideally provide unobstructed view of dayroom, showers, sleeping rooms, multi-purpose rooms, and outdoor recreation yard. Contains control panel for doors, alarms, phones.
1.3 1.29	Mental Health Staff Office	120	1	120	Shared - Capacity 2
1.3 1.30	Housing Unit Service Window/Pass-Through	24	1	24	Housing Unit side only, capacity 2 @ 12 sf per person
1.3 1.31	General Storage/Rec Equipment	40	1	40	
1.3 1.32	Janitorial/Storage Closet	40	1	40	Provide utility sink; vertical storage for mops, shelving for supplies.
	Housing Support Components (<i>Exterior to Unit</i>) <i>Food, Laundry, Trash/Recycling Carts</i> <i>Safety Equip/Emerg. Response Supplies/Rec Yard</i>				Reference Component 1.4/1.5
TOTALS					
Program Code: 1.0 Custodial Housing		Subtotal - SF		4,144	
Component: 1.3 Housing Unit: Behavioral Health - Intensive Services		Circulation/Eff. Factor		78%	
		Internal Circulation SF		3,232	
		Total Unit SF		7,376	
		Number of Units		1	
		Total Component SF		7,376	

Program Code: **1.0 Custodial Housing**
Component: **1.4 Inmate Housing Support Areas**

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
1.4 0.00	Housing Supervision Areas				
1.4 1.01	Indirect Supervision Station - Common to 2 Units	220	3	660	One per two housing units; per subtotal below.
1.4 1.02	<u>Officer's Station and Support Area</u>			220	Subtotal from below
1.4 1.03	Security Console/Desk	120	1	120	Lockable, visibility to all unit areas
1.4 1.04	Open Office Equipment	40	1	32	Files, etc.
1.4 1.05	Staff Toilet	50	1	50	Does not have to be accessible. Lockable; single occupancy; unisex; directly accessed from Control Station. Provide cabinet for storage of paper products, soap, and cleaning supplies; specialized ventilation.
1.4 1.06	Personal Lockers (Cubes)	6	2	12	18" x 24" x 12" per cube; stacked 6 high; accommodates 2 post positions staff, including relief
1.4 1.07	Layout Adjustment	Allowance	1	6	
1.4 1.08	Indirect Supervision Station - Single Unit	150	1	150	Sized for one dedicated unit to supervise
1.4 1.09	<u>Officer's Station and Support Area</u>			150	Subtotal from below
1.4 1.10	Security Console/Desk	60	1	60	Lockable, visibility to all unit areas
1.4 1.11	Open Office Equipment	30	1	32	Files, etc.
1.4 1.12	Staff Toilet	50	1	50	Does not have to be accessible. Lockable; single occupancy; unisex; directly accessed from Control Station. Provide cabinet for storage of paper products, soap, and cleaning supplies; specialized ventilation.
1.4 1.13	Personal Lockers (Cubes)	6	1	6	18" x 24" x 12" per cube; stacked 6 high; accommodates 2 post positions staff, including relief
1.4 1.14	Layout Adjustment	Allowance	1	2	
	General Support Areas				
1.4 1.15	Laundry Cart Staging Area: 64-Bed Unit	30	6	180	Assumptions: three carts per unit; 6 units; open alcove, adjacent to each housing unit sallyport. Unit standard includes (32" x 42" cart, plus access space x 3 carts)
1.4 1.16	Laundry Cart Staging Area: 32-Bed Unit	20	1	20	Assumptions: two (32 x 42" carts per unit; 6 units; open alcove, adjacent to each housing unit sallyport
1.4 1.17	Food Cart Staging: 64-bed Unit	45	6	270	Assumptions: Three carts per two std. housing unit; each cart unit standard measures 46.5 x 32", plus access).
1.4 1.18	Food Cart Staging: 64-bed Unit	30	1	30	Assumptions: Two carts per unit; each cart unit standard measures 46.5 x 32", plus access).
1.4 1.19	Library Cart Staging	15	1	15	
1.4 1.20	Trash/Recycling Staging	12	7	84	Alcove, adjacent to housing unit.; one per unit

Program Code: **1.0 Custodial Housing**
 Component: **1.4 Inmate Housing Support Areas**

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
1.4 1.21	Unit Storage	50	7	350	Includes emergency supplies, general supplies, restraints, cuffs, pepper spray.
Visiting					
1.4 1.22	Non-Contact Visiting Booth - Public	40	24	960	Housing units only, ref. comp. 4.1 for all other visiting components One per ~20 inmates; 3 per unit - Visitor side only
1.4 1.23	Non-Contact Visiting Booth - Professional	40	15	600	One per ~32 inmates; 2 per unit - Visitor side only
1.4 1.24	Housing Unit Service Window/Pass-Through	24	8	192	1 per Housing Unit side only, capacity 2 @ 12 sf per person
Inmate Movement					
1.4 1.25	Facility Access/Egress Secure Sallyport	80	4	320	
1.4 1.26	Inmate Transfer Holding Area 1	150	1	150	General High Security Inmates; capacity 10 at 15 sf per person
1.4 1.27	Inmate Transfer Holding Area 2	150	1	150	Protective Custody Inmates; capacity 10 at 15 sf per person
TOTALS					
Program Code:	1.0 Custodial Housing		Subtotal SF	4,131	Opens to building gross corridor
Component:	1.4 Inmate Housing Support Areas		Circulation/Eff. Factor	40%	
			Internal Circulation SF	1,652	
			Total Component SF	5,783	

Program Code: **1.0 Inmate Housing**
Component: **1.5 Recreation Yards**

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
1.5 0.00	Living Unit Recreation Yards				Each yard should be: a) contiguous to the housing unit it supports; b) in the direct line of sight from the control officer's station; c) physically and visually secure from other housing units.
1.5 1.01	<u>64-Bed Unit Yard</u>				
1.5 1.02	Open Yard Area (<i>Exterior area; square footage not included in component totals below</i>)	850	6	5,100	Paved, basket ball net, consider sun angles and shade given temperature extremes in summer; include drinking fountain and area for fixed weight equipment
1.5 1.03	Inmate Restroom	50	6	300	1 per yard
					Yard calcs. per T-24 (housing unit capacity x 80%/number of rec periods)
1.5 1.04	<u>32-Bed Unit Yard</u> Open Yard Area (<i>Exterior area; square footage not included in component totals below</i>)	780	1	780	Paved, basket ball net, consider sun angles and shade given temperature extremes in summer; include drinking fountain and area for fixed weight equipment
					Yard calcs. per T-24 (housing unit capacity x 80%/number of rec periods)
1.5 1.05	Inmate Restroom	50	6	300	1 per yard
TOTALS					
Program Code: 1.0 Inmate Housing				6,480	Building Exterior Space, except restrooms
Component: 1.5 Recreation Yards				0%	
		Circulation/Eff. Factor		0	
		Internal Circulation SF		0	
		Total Component SF			
		Total Exterior SF		6,480	

Program Code: **2.0 Reentry Service Center**
 Component: **2.1 Reentry Programs Component**

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
2.1 0.00	Programs Room Standard	350	8	2,800	Per unit standard below
2.1 0.01	<u>Programs Room - Standard</u>		1	350	Unit Standard = subtotal from below
2.1 0.02	Open Area - Seating/Tables	15	18	270	Capacity 18 @ 15 sf per person
2.1 0.03	Lectern/Demonstration Area	80	1	80	Open area
2.1 0.04	Programs Room - Small Groups	144	8	1,152	
2.1 0.05	Round Table Configuration	24	6	144	Six person capacity, 4 person capacity requested
2.1 0.06	Programs Room - Large	856	1	856	Per unit standard below
2.1 0.07	<u>Multi-Purpose Room - Standard</u>		1	856	Subtotal from below <i>(17.4 sf/per person, excluding closets)</i>
2.1 0.08	Open Area - Seating/Tables (Capacity 40)	15	40	600	15 sf per person
2.1 0.09	Lectern/Demonstration Area	80	1	80	Open area
2.1 0.10	Storage Closet	40	4	160	Secured via manual key; 4' x 5'; 2 closets on each opposing wall.
2.1 0.11	Layout Adjustment	Allowance	1	16	
	Support Areas				
2.1 0.12	Security Control Workstation	40	1	40	Provide direct line of sight to as much of the facility as possible.
2.1 0.13	File Storage Room	108	2	216	9' x 12'
2.1 0.14	Supplies Closet	108	4	432	9' x 12'
2.1 0.15	Inmate Toilet	50	4	200	Locate adjacent to classrooms; within view of security control station (if provided) temperate water, specialized ventilation.
TOTALS					
Program Code: 2.0			Subtotal - SF	5,696	
Component: Reentry Programs Component			Circulation/Eff. Factor	35%	
			Internal Circulation SF	1,994	
			Total Component SF	7,690	

Program Code: **2.0 Reentry Service Center**
Component: **2.2 Workforce Readiness Center**

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
2.2 0.00	Security/Control Station/Support Areas				
2.2 1.01	Control Workstation	40	1	40	Provide direct line of sight to as much of the facility as possible.
2.2 1.02	Vocational Programs Facility <u>Vocational Classroom</u>			<u>750</u>	All rooms fitted with fixed furniture and power to students workstations <i>Subtotal of items below. Provide glazing to provide direct line of sight from officer's control station and/or main corridors.</i>
2.2 1.03	Instructors/Facilitators Lectern/Desk Area	160	1	160	Provide electrical for keyboard and monitor to access remote hard drive
2.2 1.04	Inmate Seating/Desks/Tables	20	25	500	Fixed seating with electrical supply
2.2 1.05	Multimedia Cart	6	1	6	
2.2 1.06	Storage Closet	20	4	80	Secured via manual key; 4' x 5'
2.2 1.07	Layout Adjustment	Allowance	1	4	
2.2 1.08	General Classroom/Programs Multi-Purpose Rooms	694	2	1,388	Unit standard from subtotal below
2.2 1.09	<u>General Classroom/Multi-Purpose Space</u>			<u>694</u>	<i>Subtotal of items below. Provide glazing to provide direct line of sight from officer's control station and/or main corridors' movable furniture</i>
2.2 1.10	Instructors/Facilitators Lectern/Desk Area	160	1	160	Provide electrical for keyboard and monitor to access remote hard drive
2.2 1.11	Inmate Seating/Desks/Tables	17	25	425	
2.2 1.12	Storage Closet	20	4	80	Secured via manual key; 4' x 5'
2.2 1.13	Layout Adjustment	Allowance	1	29	
	Readiness Center Support Areas				
2.2 1.14	Control Workstation	40	1	40	Provide direct line of sight to as much of the facility as possible.
2.2 1.15	Inmate Toilet	50	1	50	Locate adjacent to classrooms; within view of security control station (if provided) temperate water, specialized ventilation.
TOTALS					
Program Code: 2.0		Subtotal - SF		2,268	
Component: Workforce Readiness Center		Circulation/Eff. Factor		35%	
		Internal Circulation SF		794	
		Total Component SF		3,062	

Program Code: **2.0 Reentry Service Center**
 Component: **2.3 Child/Parent Visitation Center**

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
2.3 0.00	Group Facilitation Area				
2.3 1.01	Group Visiting Room	15	36	540	Capacity 14 inmates, 18 children and five staff.
2.3 1.02	Family Bonding/Reunification Room	80	7	560	Separate alcoves, yet visible to staff and open to main group room. Comfortable chairs; board games.
	Outdoor Visiting Area	<i>Exterior Space</i>			Provide shading, grass, picnic tables and benches, drinking fountain
2.3 1.03	Visiting Support Components Officer's Control Station	60	1	60	Open to area, located to permit visibility to outdoor and indoor visitation areas.
2.3 1.04	Programs Supply Room	120	1	120	Stollers, misc.
2.3 1.05	Child/Baby Changing Restroom	80	1	80	
	Visitor Check-in/Security Screening/Center Access				Reference Component 3.1 Visiting
TOTALS					
Program Code: 2.0 Reentry Service Center			Subtotal - SF	1,360	
Component: 2.3 Child/Parent Visitation Center			Circulation/Eff. Factor	40%	
			Internal Circulation SF	544	
			Total Component SF	1,904	

Program Code: **2.0 Reentry Service Center**
 Component: **2.4 Programs and Academic Staff Support Areas**

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
2.4 0.00	Workstations - Re-Entry Programs				
2.4 1.01	Director	168	1	168	Private Office; 12' D x 14' W
2.4 1.02	Data and Evaluation Manager	140	1	140	Shared Private Office; 10' D x 14' W
2.4 1.03	Admin Assistant	140	1	140	Shared Private Office; 10' D x 14' W
2.4 1.04	Multi-Disciplinary Services Manager	140	1	140	Shared Private Office; 10' D x 14' W
2.4 1.05	Parenting Inside Out/Family Support Manager	140	1	140	Shared Private Office; 10' D x 14' W
2.4 1.06	BH/PIO Counselors	140	1	140	Shared Private Office; 10' D x 14' W
2.4 1.07	Transition Specialists	140	1	140	Shared Private Office; 10' D x 14' W
2.4 1.08	Job & Resource Developers	224	1	224	Shared Private Office; 14' D x 16' W
2.4 1.09	Hotel Space	25	6	150	Carrels
2.4 1.10	Storage Room - Supplies	96	1	96	8" D x 12" W'
	Workstations - Adult Education Programs				
2.4 1.11	Hotel Space	25	12	300	Carrels
2.4 1.12	File Storage Room - Secure	96	1	96	8" D x 12" W'
	Common Support Areas				
2.4 1.13	Conference Room	144	2	288	Capacity 6 Persons
2.4 1.14	Conference Room	264	1	264	Capacity 12 Persons
2.4 1.15	Break Room	300	1	300	
2.4 1.16	Server Room	80	1	80	
2.4 1.17	Staff Restrooms	50	2	100	1 Toilet/1 Lav
TOTALS					
Program Code:	2.0	Subtotal - SF		2,906	
Component:	Programs and Academic Staff Support Areas	Circulation/Eff. Factor		35%	
		Internal Circulation SF		1,017	
		Total Component SF		3,923	

Program Code: **3.0 Inmate Services**
Component: **3.1 Inmate Visiting**

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
3.1 0.00					
3.1 1.01	Visitor Registration/Waiting/Security Screening				Initial visitor reception, registration, and security processing will take place in existing Building 1 on the main WCDC Campus
3.1 1.02	Video-Visitation Area				
	Video Terminal Station	28	20		To be provided in Existing Building 1 on the main WCDC Campus. Capacity 2 persons each; required quantity of stations assumptions: 3 stations per 64-bed unit; 2 stations per 32-bed unit
3.1 1.03	Secure Perimeter Access Contact Visiting Pedestrian Sallyport	192	1	192	Cap: 16 persons @ 12 SF ea. Sole access/egress point for all public and professional visitors entering the secure perimeter of WCRTF; provide CCTV monitoring and intercom; provide remote electronic control of two interlocking doors by RTF Security Control and Campus Central Control.
3.1 1.04	Non-Contact Visiting Pedestrian Sallyport	192	1	192	Cap: 16 persons @ 12 SF ea. Sole access/egress point for all public and professional visitors entering the secure perimeter of WCRTF; provide CCTV monitoring and intercom; provide remote electronic control of two interlocking doors by RTF Security Control and Campus Central Control.
3.1 1.05	Non-Contact Inmate Pedestrian Sallyport	80	1	80	
	Housing Unit Non-Contact Visitation Booths				Reference Component 1.3
TOTALS					
Program Code: 3.0 Inmate Services		Subtotal - SF		464	
Component: 3.1 Inmate Visiting		Circulation/Eff. Factor		40%	
		Internal Circulation SF		186	
		Total Component SF		650	

Program Code: **3.0 Inmate Services**
 Component: **3.2 Medical/Psychiatric Services**

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
3.2 0.00	Reception				
3.2 0.01	Sallyport	80	1	80	
3.2 0.02	Reception Area	108	1	108	Capacity 4 Persons
	Clinic - General Facilities				
3.2 0.03	Exam Room	120	1	120	Include exam table, sink (with eyewash), casework with work surface, lockable cabinets above and below; vitals station. Include biohazard disposal unit. Glazing to provide visual surveillance, but high enough to provide privacy. Overhead exam light.
3.2 0.04	Toilet - Inmates	50	1	50	Tepid water, specialized ventilation; specimen collection
3.2 0.05	Medical Preparations/Storage Room	160	1	160	Secure; pill carts; locked cabinet for pharmaceuticals; miscellaneous medical supplies (bandages, wraps, etc.)
3.2 0.06	General Storage	160	1	160	Wheelchairs; stretchers; miscellaneous bulk items.
	Clinic - Specialized Facilities				
3.2 0.07	X Ray Room	160	1	160	Low-level radiation; specialized electrical supply
3.2 0.08	Dialysis Room	160	1	160	Two dialysis stations
	Staff Administrative Area				Visibility to reception area
3.2 0.09	Office - shared (Physician/Psychiatrist)	140	1	140	Shared Private Office; 10' D x 14' W
3.2 0.10	RN/LVN Workstation	64	2	128	Partitioned Workstation; 8' D x 8' W
3.2 0.11	Psychiatric Workstation	48	1	48	Partitioned Workstation; 6' D x 8' W
3.2 0.12	Shared/Common Office Equipment Allowance	60	1	60	
3.2 0.13	Toilet - Staff	50	1	50	Tepid water; specialized ventilation
3.2 0.14	Coffee Station	41	1	41	W/Sink, Cabinet Below
3.2 0.15	Janitorial/Storage Closet	50	1	50	Provide utility sink; vertical storage for mops, shelving for supplies.
TOTALS					
Program Code: 3.0 Inmate Services		Subtotal - SF		1,515	
Component: 3.2 Medical/Psychiatric Services		Circulation/Eff. Factor		35%	
		Internal Circulation SF		530	
		Total Component SF		2,045	

Program Code: **4.0 Facilities Support**
 Component: **4.1 RTF Security Control**

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
4.1 0.00	Security Control Support Areas				All components located within staff secure zone. Locate "deep into the facility." Provide intrusion alarm
4.1 1.01	Sallyport	50	1	50	Electronically controlled (from Central Control Room, below) interlocking doors, security glazing vision panel in both doors.
4.1 1.02	Toilet - Staff	50	1	50	Single occupancy, unisex; specialized ventilation.
4.1 1.03	Security Electronics Equipment Room	100	1	100	Low voltage equipment
4.1 1.04	Security Control Room			320	<i>Subtotal</i> ; Provide security glazing with lines of sight to as much of facility as possible, especially the Central Recreation Yard.
4.1 1.05	Duty Supervisor's/Shift Lt./Sgt. Workstation	64	1	64	Partitioned Workstation; 8' D x 8' W
4.1 1.06	Control Consoles	60	2	120	Provide monitors and controls for intercom, public address, telecommunications, personal alarms, IT connectivity. Central control will not control individual security doors to sleeping rooms within the units.
4.1 1.07	Shared Work counter	30	1	30	Fax, printer, shared work surface with movable chair
4.1 1.08	Common/Shared Office Equipment Allowance	80	1	80	Provide pass-through for radio distribution
4.1 1.09	Kitchenette - Small	26	1	26	Includes sink, casework above and below work counter, half height refrigerator, microwave
4.1 1.10	Storage Cabinet	14	1	14	Radios, chargers
4.1 1.11	Emergency Response Storage	80	1	80	911 rescue tool, CPR Mask, First Aid Kits, flex cuffs, restraints, stretchers
TOTALS					
Program Code: 4.0 Facilities Support		Subtotal - SF		614	
Component: 4.1 RTF Security Control		Circulation/Eff. Factor		35%	
		Internal Circulation SF		215	
		Total Component SF		829	

Program Code: **4.0 Facilities Support**
Component: **4.2 Maintenance**

Component Number	Staff/Component Description	Unit Std.	Quantity	Net Square Feet	Comments
4.2 0.00	Maintenance Common Support Areas				
	Loading Area		1		Exterior space - serves as single materials/service loading area for entire facility. Double-door only (roll-up door not required).
4.2 0.01	Deliveries Staging Area	120	1	120	Open area; adjacent to loading are
4.2 0.02	Building Maintenance Shop/Storage			340	<i>Subtotal</i> from below. Provide dedicated exhaust; concrete floor; open ceiling; special power, hot and cold water; drains, compressed air from overhead reels, charging station for electrical equipment
4.2 0.03	Work surface with Sink	28	1	28	
4.2 0.04	Tool Storage Cabinets	12	4	48	Locking, 2-Door, 36"x 18"x 72"
4.2 0.05	Flammable Storage Cabinet	14	2	28	Locking, 2-Door, 36"x 18"x 72"
4.2 0.06	Storage Shelving	16	1	16	Open/Prefab Unit, 48"x 24"x 72"
4.2 0.07	Storage Cabinet	14	1	14	Locking, 2-Door, 36"x 18"x 72"
4.2 0.08	Open Area, Large Items/Work Area	200	1	200	
4.2 0.09	Emergency Eyewash	6	1	6	
4.0 0.10	Custodial Storage			200	<i>Subtotal from below</i>
4.0 0.11	Equipment Storage	80	1	80	Floor polishers, vacuums
	Supplies Storage				
4.0 0.12	Chemical Storage Cabinets	14	4	56	Locking, 2-Door, 36"x 18"x 72"
4.0 0.13	Paper Products - Storage Shelving	16	4	64	Open/Prefab Unit, 48"x 24"x 72"
TOTALS					
Program Code:	4.0 Facilities Support		Subtotal - SF	660	
Component:	4.2 Maintenance		Circulation/Eff. Factor	15%	
			Internal Circulation SF	99	
			Total Component SF	758	



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The inspiration for this effort is to serve the voiceless in Contra Costa County, those involved in the criminal justice system who need the opportunity for rehabilitation and successful reentry into the community as productive citizens, and to the rest of the County's citizens who deserve a safe and secure community.

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Introduction / Executive Summary

Introduction

This 2015 Jail Needs Assessment (JNA) Report for the Contra Costa County Adult Detention System was developed to comply with California Code of Regulations (CCR) Title 24, Sec. 13-102(c) 2, which requires the submittal of a Needs Assessment from any local government intending to construct a new detention facility. Projections are based on updated county population and resident profile information current through 2014 and 2015. The report includes a summary of 2019/2020 bed capacity requirements and outlines the approved phased development of the West County Detention Facility site and expanded facilities to meet the County's detention system needs as part of long term strategic plan.

Contra Costa County is planning to construct a new adult detention facility at the West County Detention Facility to provide 416 high security beds, program space, and support spaces to meet both current and future needs of the Contra Costa County Adult Detention System.

Executive Summary

Contra Costa County and the Contra Costa County Office of the Sheriff have been very active over the years in managing its criminal justice and detention systems. This is demonstrated by the County's low incarceration rate which stands at 50% below the State average. Despite the County's best efforts the detention system has struggled to keep pace with the tremendous County population growth and a rapid increase in jail population the past 30 years.

This JNA makes a number of recommendations as part of an overall plan that will enhance the operations of the detention system and strengthen programming to improve reentry back into the community and reduce recidivism. The centerpiece of the plan is the creation of a new housing and treatment facility to be located at the West County Detention Facility (WCDF). Named the West County Reentry, Treatment, and Housing Facility (WRTH), the WRTH will provide psychiatric, treatment, and reentry services to nearly all population classifications in the detention system. The WRTH will also provide 416 high security beds and allow the County to depopulate the aging and overcrowded Martinez Detention Facility (MDF). By moving the majority of high security persons from the MDF to the WRTH, individuals will have access to programming and services that are currently unavailable at the MDF due to space and design limitations.



The JNA uncovered a number of issues that are summarized here:

- The original facility design and operational philosophy of the MDF has been severely compromised by nearly doubling the building's design occupancy load
- The MDF facility is chronically above functional capacity (after double-bunking) and often experiences population peaks above its rated capacity
- High security residents do not have access to programming and reentry services because those individuals are housed at the MDF where programming space/rooms are not available
- Individuals with behavioral health issues are held at the MDF where they experience more lock down time than if they were housed at the WCDF
- Over 34% of the detention system population was on probation/parole at the time of arrest for a new crime. This indicates that a more robust reentry programming track is needed.
- Over 26% of the detention system population is between the ages of 18-24. Targeted programming and grouping these individuals in common housing assignments will have long-term benefits of reintegration and reducing recidivism
- The detention system does not have an automatic review of classification status so, residents cannot improve their classification or housing assignment by following rules and participating in programs
- Average daily population (ADP) numbers have been relatively flat over the past 10 years due to alternative to incarceration programs
- Reported crime has been relatively flat over the past 10 years
- The impact of AB109 on total number of residents in the detention system has been minor because of the County's long-time policy of keeping sentenced individuals close to "home" in lieu of sending them to State prison
- It is anticipated that the detention system capacity needs will closely track County population growth
- Capacity needs will be 1,945 beds by 2020; 2,042 beds by 2025; 2,137 beds by 2030.
- The jail information management software (JMS) system is lacking making it difficult to conduct analyzes and track metrics

Benefits of the building the WRTH at WCDF campus include:

- The WRTH facility provide program opportunities to high security classifications

currently housed at the MDF as well as provide additional programming opportunities to residents of WCDF

- The WRTH will increase the number of high security beds and will allow the number of high security residents to be at or under functional capacity, thus enhancing safety and security
- The WRTH will permit the depopulation of the MDF and returning it to its original design capacity thus improving safety and security and it will allow staff to return to direct supervision management concepts

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JNA Recommendations

1. Move people suffering from behavior health issues from MDF to WCDF.

Conditions, including long times locked in a cell at the MDF, exacerbates symptoms and is detrimental to improving the underlying illness. I will elaborate more on this with info from my correctional mental health colleague.

2. Depopulate the MDF to improve resident behavioral management and safety and security.

When built, the MDF was a state-of-the-art direct supervision facility in both physical plant and operational philosophy. Through the years however because of double bunking and overcrowding, the tenets of direct supervision have been severely compromised and the safety and security of residents and staff is in question.

Returning the housing unit capacities to 48 beds as originally designed and re-training staff in effective behavioral management based on direct supervision concepts and tenets will improve safety and security at the MDF. In addition, improved behavioral management will also enhance the effectiveness of any new programming introduced at the facility.

3. Increase the availability of programs that enhance reintegration back into the community and reduce recidivism.

Provide programming to out-of-custody individuals on probation and parole so they don't reoffend.

After enhancements in programming, develop metrics to measure success and identify areas in need of improvement. In particular monitor the number on people in jail who have violated the conditions of their supervision by committing new crimes.

Approximately 34% of people in the Contra Costa detention system were under judicial supervision (either parole or probation) at the time of their arrest for new crimes. On the surface, this would indicate that there are large gaps in the continuum of reentry and reintegration programming, weaknesses in the programming, or both. Reducing the number of people in jail that are on probation or parole should be a high priority. This group, while still under judicial supervision, could be targeted for post-incarceration programming that will enhance their rates of successfully returning to the community.

4. Enhance programming opportunities for 18-24 year olds.

Of the various age cohorts, this group is the largest within the Contra Costa jail system. There are various age specific programs for young adults focusing on life skills, social skills, and cognitive skills that can improve their chances of not re-offending. Reducing the number of young adults in the system will produce the benefit of reducing recidivism long term.

Special Housing units focused on the 18-24 year olds.

5. Install and use a more robust and integrated Jail Management Software (JMS) System. In addition, staff should seek more information from new arrestees such as:

- Prior arrests
- Children in the household

A good JMS is worth its weight in gold in providing useable data for analysis to guide policies and initiatives. The current JMS system can produce only limited data reports and it is not integrated among the various departments inside the Sheriff's office. For example classification data, pre-trial services data, and medical data are not integrated into a central database.

Much of the information regarding the demographics and composition of the existing resident population in this JNA had to be aggregated manually – an extremely time consuming and expensive process. Real time data collection, output, and analysis would allow the Sheriff Office to be more nimble and responsive to the needs of the detention population.

6. Investigate the use of a behavior-based classification system in lieu of a charge-based classification system.

Review time intervals for reclassification of high security residents.

A behavior-based classification system is an effective resident behavior management and safety and security tool. At its most basic level, the classification system allows security



staff to reward good behavior and sanction bad behavior. For example if an resident has demonstrated a willingness and desire to follow the rules of the facility, then that resident should have the opportunity to move to a lower classification with more amenities regardless of charge. Of course if an resident is a chronic rule breaker, then he would be removed from his current classification to one with fewer amenities and possible longer cell time.

Most reclassification to higher security levels occurs because of an event such as an act of violence. But reclassification to lower security should be considered on a timed interval basis. Let's say a high security resident has been totally compliant for 30 days. If his behavior is rewarded by being reclassified to a lower classification, then it is likely that he will remain compliant.

A system of graduated classifications and sanctions based on behavior will enhance resident management.

Organization of the Report¹

The 2015 Needs Assessment is organized into the following twelve sections:

1. The elements of the system;
2. The department's operational and design philosophy;
3. Local trends and characteristics;
4. The current resident population;
5. The classification system;
6. Program needs, including planned academic programs including special education programs and an analysis of performance in using programs that can reduce secure facility requirements;
7. An analysis of the local trends and characteristics which influence planning assumptions about future corrections' systems change, including population projections, current and projected resident populations, and program costs based on continuation of current policies and projections of alternative policies or programs on resident population growth and program costs;
8. The adequacy of staffing levels;
9. The ability to provide visual supervision;
10. The adequacy of record keeping;
11. A history of the systems compliance with standards; and
12. Any unresolved issues.

¹ Consistent with Title 24 Regulations, Section 6030, Penal Code; 13-102.(c)2 Needs Assessment Study.

Definitions¹

AB 109: Assembly Bill 109 allows non-violent, non-serious, and non-sex offenders to serve their sentence in county jails instead of state prisons.

ADA: Americans with Disabilities Act

ADMISSIONS or BOOKINGS: The number of residents admitted to a facility/system by day, month, or year.

AVERAGE DAILY POPULATION (ADP): The average number of residents housed daily during a specified period of time.

AVERAGE LENGTH OF STAY (ALOS): The average time an resident spends in a facility/ system before he or she is released.

BSCC: Board of State and Community Corrections

CCTV: Close Captioning Television (Video Systems)

CDCR: California Department of Corrections and Rehabilitation

CSA: Correctional Services Assistant

CSSA: California State Sheriff's Association

DHS: U.S. Department of Homeland Security

DISCIPLINARY ISOLATION: Consists of confinement in a cell or housing unit separate from regular jail residents.

DIRECT SUPERVISION: A supervision model that combines two key elements — physical plant design and an resident management strategy — to significantly enhance resident behavior management in jails. Direct supervision jails focus on actively managing resident behavior to produce a jail that is safe and secure for residents, staff, and visitors. Staff interact continuously with residents in the housing units, actively

supervising them to identify problems in their early stages. They use basic management techniques to prevent negative behavior and encourage positive behavior. Staff assume control of the jail and establish a professional supervisory relationship with residents. There are no barriers separating staff and residents in the housing units. The physical plant is designed to support the management of resident behavior by reducing physical barriers that impede staff-resident interaction, by ensuring there are clear sightlines into all area of the housing units, and by incorporating design elements, fixtures, and furnishings that promote positive resident behavior.

ERO: Immigration and Customs Enforcement and Removal Operations

ICE: Immigration and Customs Enforcement

JAIL: As used in Article 8, a Type II or III facility as defined in the “Minimum Standards for Local Detention Facilities.”

MCDF: Marsh Creek Detention Facility

MDF: Martinez Detention Facility

NIC: National Institute of Corrections

NON-SENTENCED RESIDENT: An resident with any pending local charges or one who is being held solely for charges pending in another jurisdiction.

NON-RATED CAPACITY: Beds not accounted for in the facility's rated capacity.

OPERATIONAL CAPACITY: The number of beds which can be used for a permanent housing assignment, whereas total bed capacity also includes non-operational beds used for temporary special management placements such as administrative or disciplinary segregation, medical observation/recovery, suicide watch, or mental/behavioral observation.

¹Some definitions extracted from the Minimum Standards for Local Detention Facilities; Title 24 Part 1, Section 13-102.



PEAKING: During some short periods of time, a facility may experience a brief spike in its population. For this reason, future space needs cannot be predicted based on ADP alone. In order to account for these spikes, a “peaking factor” is calculated for each historical year. The three months with the highest ADP values are averaged together as the “three month high.” The peaking factor is then calculated as the percentage difference between the three month high and the year’s overall ADP.

PRESENTENCED RESIDENT: An individual being held awaiting the conclusion of their case disposition.

RATED CAPACITY: The number of resident occupants for which a facility’s single- and double-occupancy cells, or dormitories, except those dedicated for health care or disciplinary isolation housing, were planned and designed in conformity to the standards and requirements contained in Title 24 and in Title 15, C.C.R.

SENTENCED RESIDENT: An resident that is sentenced on all local charges.

TYPE I FACILITY: A local detention facility used for the detention of persons, for not more than 96 hours, excluding holidays, after booking. Such a Type I facility may also detain persons on court order either for their own safekeeping or sentenced to a city jail as an resident worker, and may house resident workers sentenced to the county adult detention facility provided such placement in the facility is made on a voluntary basis on the part of the resident. As used in this section, an resident worker is defined as a person assigned to perform designated tasks outside of his/her cell or dormitory, pursuant to the written policy of the facility, for a minimum of four hours each day on a five-day scheduled work week.

TYPE II FACILITY: A local detention facility used for the detention of persons pending arraignment, during trial and upon a sentence of commitment.

TYPE III FACILITY: A local detention facility used only for the detention of convicted and sentenced persons.

TYPE IV FACILITY: A local detention facility or portion thereof designated for the housing of residents eligible under Penal Code Section 1208 for work/education furlough and/or other programs involving resident access into the community.

WCDF: West County Detention Facility

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The Elements of the CoCo Sheriff System

Overview of the Jail System

The Contra Costa Office of the Sheriff's Custody Services Bureau (CSB) operates three (3) county jails with a total of 1,979 rated beds, plus a Custody Alternative Facility (CAF) providing programs designed for people sentenced to the custody of the Sheriff who serve their time working on public projects and thereby avoid doing in-custody jail time and thereby reducing the jail population and associated costs. The facilities are spread throughout the 720 square mile County, with the Martinez Detention Facility (MDF) located in the County Seat of Martinez, the West County Detention Facility (WCDF) located northern Richmond and the Marsh Creek Detention Facility (MCDF) located in the outskirts of Clayton to the southeast.

Figure 1: Aerial view of Contra Costa County showing facility locations



Table 1: Travel Times to Facilities

Facility	Distance	By Car	Public Transportation
FROM DOWNTOWN RICHMOND TO:			
WCDF	5 miles	12-20 min.	30 min. via Bus + \$2.10
MDF	20 miles	30-40 min.	40-90 min. via Amtrak + BART + Walk + \$14+
MCDF	38 miles	50-70 min.	90 min. via BART (x2) + Bus (x2) + Taxi + \$20+
FROM DOWNTOWN MARTINEZ TO:			
WCDF	17 miles	25-35 min.	70-90 min. via AmTrak + Bus + Walk + \$14+
MDF	n/a	brief	walk or short bus ride
MCDF	23 miles	35-45 min.	100-120 min. via Amtrak + BART + Taxi + \$20+

A unique correctional philosophy at the time dominated the planning and design of the existing Contra Costa jail facilities, specifically, the Martinez Detention Facility and the West County Detention Facility. The Martinez Detention Facility and West County Detention Facility were both planned and constructed based upon what we would describe as a utopian view of local corrections in the early 1980's.

Simply described, this view held that residents held in a direct supervision setting would thrive in the absence of hard cells and traditional jail hardware and furnishings. It was envisioned that this approach to corrections would encourage good behavior and reduce the tension that was believed to promote a reduction in violence, vandalism and other problems attributed to traditional facility design.

It should be noted that no one in the late 1970's, when the jail designs were formulated, could have envisioned the type and classification of resident that would be housed in the jail today. Nobody could have envisioned that the current inventory of low security beds and scant available program settings would be used to house a more violent, gang affiliated, drug addicted and mentally ill resident population. This change in the resident profile is not limited to the Contra Costa jail but rather jails throughout California and the nation.

Of particular note is that persons who would have been incarcerated in the state prison system in days gone by would now be serving many years of their sentences in the county jail as a result of a recent Supreme Court ruling in *Brown v. Plata* and new laws enacted by the California legislature that has resulted in a paradigm shift in the operation of county jails.

The most significant difference between most other counties and Contra Costa is the current inventory of jail beds and new jail facilities in those other jurisdictions that offer more flexibility and security. While many jails have struggled with the ever changing classification of residents, Contra Costa County suffers more because the inadequate jail design that was based upon a utopian jail philosophy is now built into the bricks.

While this deficit in security has been known for many years, the County and specifically the Sheriff's Office, did not anticipate having to deal with the influx of individuals who will bring with them the culture of the state prison system into the county jails. As a result of the passage of AB-109, a backdrop has been set; creating a new reality for jails in general, but especially for the Contra Costa jail facilities, uniquely and in particular, because of the now-demonstrated failure of its unique design. These monuments to a bygone era, while for the most part are clean and serviceable, are woefully inadequate in terms of the safety of staff and residents and lack appropriate space to offer meaningful programs to residents populating the jail system.

Elements of the System

The following is a detailed profile of each of the three jails in the Contra Costa County system including synopses of the operational and physical plant issues and/or opportunities associated with each facility.

Martinez Detention Facility (MDF)

Location: Downtown Martinez
Year Opened: 1981
Facility Type: Type II
Number of Beds: 695 rated

Figure 2: Exterior view taken shortly after construction completion.

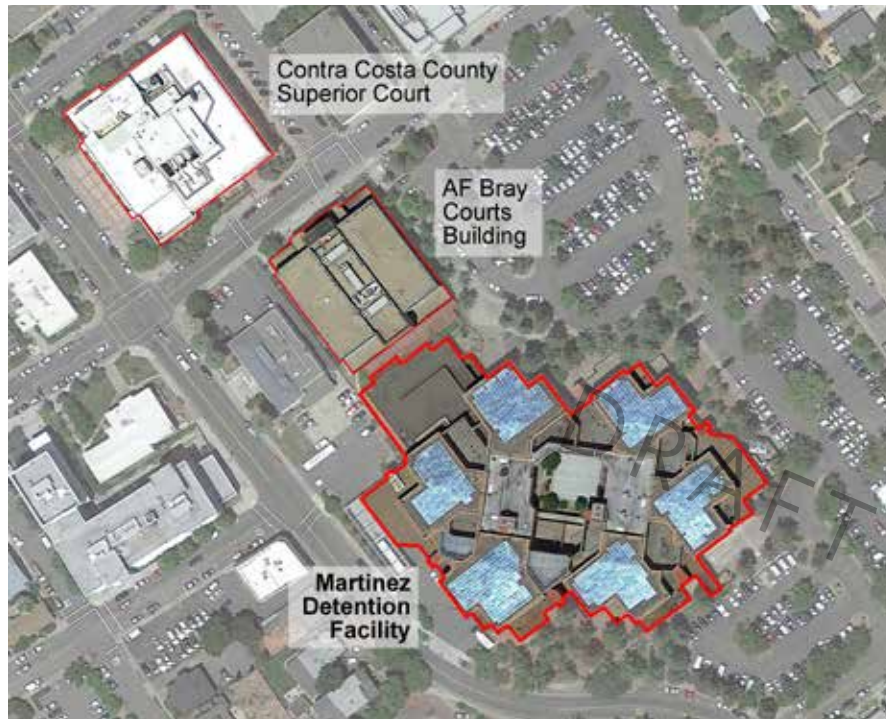


Overview

The Martinez Detention Facility (MDF) was built as a high-security environment to house pre-sentenced and sentenced residents who do not qualify for less restrictive environments. The facility was completed in 1981 and since that time, the requirements of a high security environment have changed drastically.

The MDF is a direct and indirect supervision, "new generation" jail designed to operate as a coeducational, primarily pre-trial facility. It is a densely planned urban model that is intended to minimize movement of residents within its confines. The facility as designed

Figure 3: Aerial view of Martinez Detention Facility in downtown Martinez.



is grossly inadequate in its ability to serve the level and number of residents assigned there. In addition to resident housing, the facility also contains administrative offices for the Custody Bureau Commander and support personnel for the entire division.

The MDF has a rated capacity of 695 residents but has for many years been operated at twice the originally intended capacity within each of the housing units. In all, there are nine housing units, the configuration and use of which are described in the spreadsheet and plans on the pages that follow.

First opened in the 1980's, the Martinez Detention Facility (MDF) was hailed as a model for future detention facilities and a regional resource center for the National Institute of Corrections (NIC). With the MDF as one of its prime models, in 1984 NIC's Advisory Board formally endorsed the direct supervision / non-barrier approach to correctional facility design and operation for jurisdictions contemplating construction or renovation of prisons and jails.

Figure 4: Aerial view of the MDF facility.



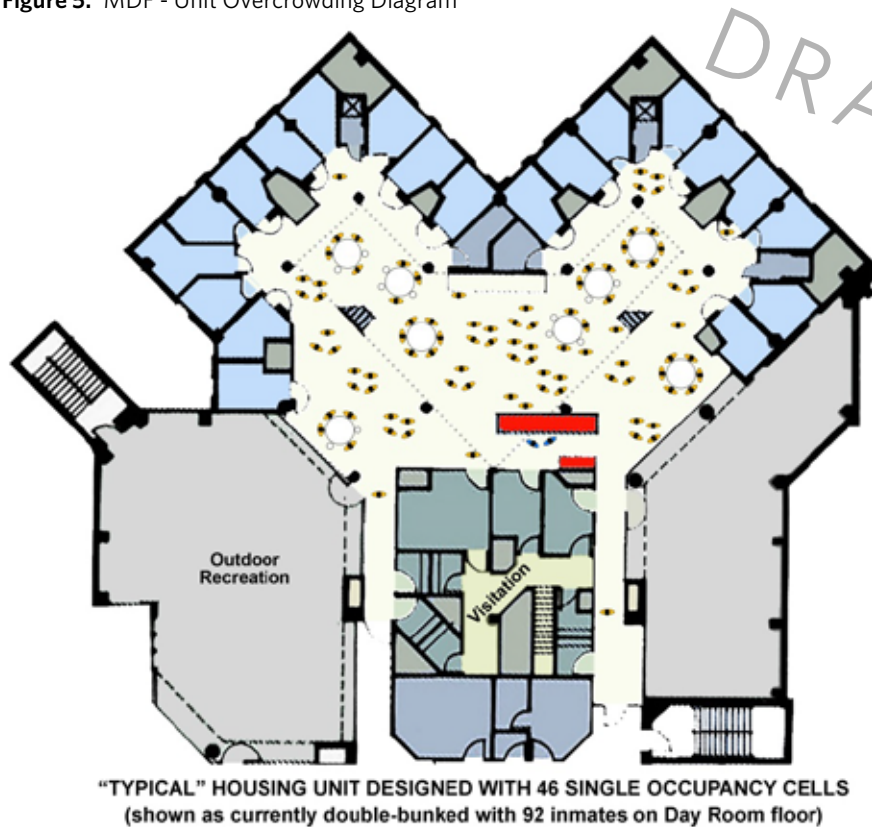
The construction of MDF introduced a new era in jail design and operational philosophy which for a few years became a showcase in jail management. During those early years many correctional managers from other jurisdictions who toured the MDF in an effort to learn and adopt some of the innovations built into Contra Costa's newly designed jail. At that time, the MDF served the needs of the County, and was a model for other jurisdictions for a number of years. The MDF currently provides 695 rated beds.

However despite the MDF's having been innovative and 'state of the art' when it first came on line, subsequent changes in the resident population, particularly related to prison realignment, have limited the facility's operational effectiveness, with many of those limitations coming from the very things for which its design was originally praised. One of the downsides of having been innovative was that the physical plant could not adapt to a newer correctional reality that has emerged over the many years since the MDF first opened. As a result, the MDF is now pioneering a new area of professional inquiry; it is sparking the question, "What happens when the first new generation jail becomes the first new generation jail to become obsolete?"

The MDF was designed with a correctional philosophy that held that individuals would, if given the opportunity, self-regulate their behavior in the jail and that disruptive or problem individuals accounted for only a small portion of the jail population. Given this correctional philosophy, the designers constructed only a very few cells for individuals requiring a high level of security. Certainly, no one at the time, in Contra Costa County or elsewhere, envisioned that California's jails would morph into the communities' default mental institutions and have to deal with a more challenging resident population, including persons who at a different time would have been sentenced to state prison.

The MDF’s design and operational philosophy also promoted the ideas of a direct supervision by custody staff stationed inside the housing area where residents spend most of the day outside their cells in the dayroom-activity area, (but unfortunately, as will be demonstrated later, the design did not incorporate features we now know to be essential in any direct-supervision facility.) Changes in the resident population are driving the need to make concomitant changes to facilities in order to accommodate residents with a higher classification level, including a more violent resident, and to deal with a surge in prison gang members who have now percolated up from the streets and down from the prisons into California’s local jails, including the MDF. These safety problems and additional issues impacting the usefulness of the MDF are addressed in detail in other sections of this report.

Figure 5: MDF - Unit Overcrowding Diagram



Plan graphic courtesy of KMD Architects.

Impacts and Resolution to the Issue of Overcrowding

The Issues

The Martinez Detention Facility was unique in its design as a direct supervision facility with single-cells in new model “podular” living units not exceeding 46 residents in the larger units. Upon opening, MDF was hailed as a major breakthrough in the effective housing of a maximum security population due to the novel new modality of direct supervision. In more recent years, due to a variety of circumstances beyond the control of the operators, the facility lost touch with the intent of it’s direct supervision model (despite still having in-unit staff) by having to double buck nearly all of the cells in the facility.

The double bunking created an overcrowding problem which has resulted in up to 92 residents residing in a single unit. The effects of this situation are dire:

- For safety reasons, only half the population of a unit can be released from their cells at any given time, resulting in inappropriate time spent in cells.
- The intent of direct supervision, to promote communication and trust between staff and residents resulting in enhanced safety in the operation of the units, is lost in this overcrowded environment. The result is a stressful and dangerous atmosphere for both staff and residents.
- The resultant need for crowd management and unit control have taken precedence over meaningful human interaction and the need for critical programming and counseling, etc.
- Finally, this circumstances puts the staff in an unduly precarious situation every time they step foot in a unit.

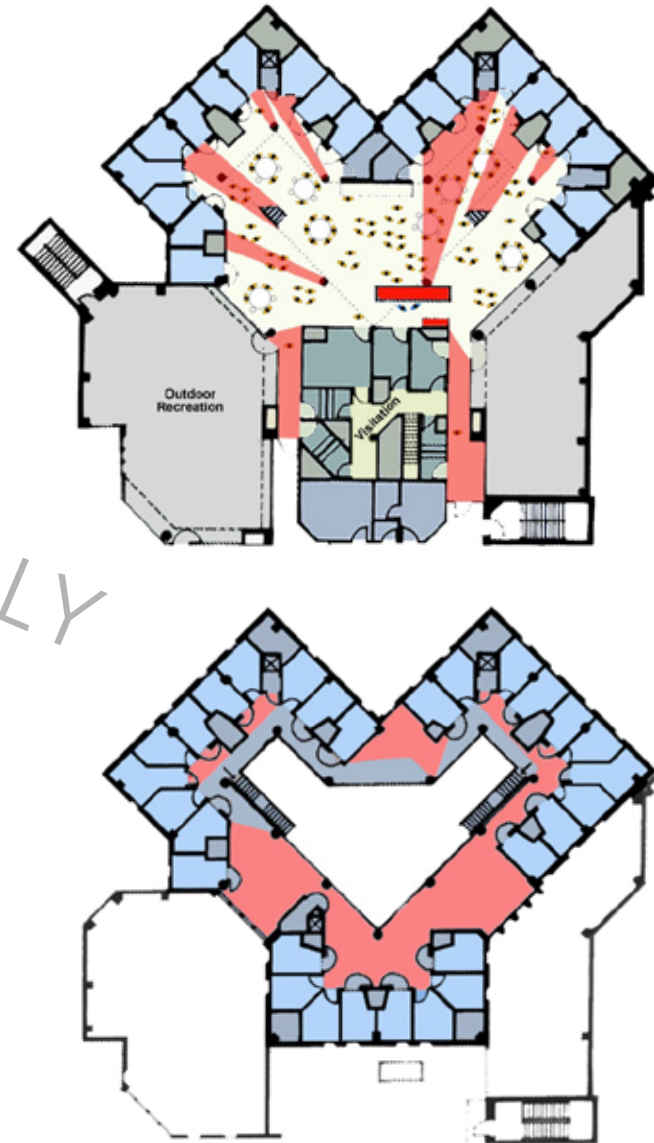
This critical overcrowding situation is best exhibited by the exorbitantly high rate of incidents at the facility, between resident and residents and staff. The spreadsheet below clearly elucidates an alarming increase in incidents to date since the collection of such data began in 2008.

Table 2: WCDF - Monthly Batteries & Assaults

	2008	2009	2010	2011	2012	2013	2014	2015
January		11	11	5	6	10	10	16
February		8	11	5	3	6	5	6
March		8	3	2	9	8	4	11
April		5	5	6	12	5	11	7
May		5	3	6	5	9	9	12
June		2	1	5	4	5	7	
July		11	13	4	7	4	12	
August		18	6	6	3	9	16	
September		8	11	7	7	8	12	
October	4	9	9	3	5	9	6	
November	13	7	4	6	2	8	13	
December	11	7	3	1	9	5	4	
TOTAL		99	80	56	72	86	109	
MONTHLY AVERAGE	9.3	8.3	6.7	4.7	6.0	7.2	9.1	10.4

Another serious issue regarding the operation of the living units within the facility is more concrete—literally. The MDF was built at a time when the expression of civic architecture was edging on brutalistic and was fully rendered in concrete. Adherence to a rigid geometric framework ruled the planning and design of the facility at the expense of what today we would consider to be sound security planning. The living units at MDF are severely deficient in regards to sight-lines and the ability to monitor activities within the units. In the currently double-bunked units, most with particularly volatile populations, this issue becomes exacerbated exponentially.

Figure 6: Diagram showing approximate obstructions to line-of-sight in typical living unit



Plan graphic courtesy of KMD Architects.



Finally, in the 1980s, jails were built for the short-term incarceration of offenders awaiting trial and for short sentences as an alternate to time in State prison. MDF is no exception. Thus, the need for the provision of substantive programming and treatment services was not considered necessary. As a result, the facility is nearly devoid of program spaces that can accommodate more than 2 or 3 individuals at a time. Even those spaces are limited to perhaps one per living unit. **The MDF is not suitable for longer-term sentences that have become the norm in California's current criminal justice environment.**

The Resolution

Insert items

Table 3: Martinez Existing Facility Unit-Bed Count

MARTINEZ DETENTION FACILITY (MDF)											
Unit Designation	Direct/ Indirect?	Current Rated Bed Utilization	# of Cells	Type of Cells				Unit Classification	Program or Interview Rm?	M / F?	Comments / Unit description
				Sgl.	Dbl.	Mult.	Dorm				
Intake	Direct	n/a	9	X		X		n/a	n/a	M/F	2 single Suicide Cells; 2 single Sobering Cells; 5 general use Holding Cells.
Module A	Direct	92	46		X			Max.	Each Unit has 1 small interview room with a maximum capacity of 4 people. The unit design offers no possibility of direct supervision which poses a staffing and safety risk.	M	Northern gang members incompatible with general population.
Module B	Direct	90	45		X			Max.		M	Other gangs incompatible with general population.
Module C	Direct	92	46		X			Max.		M	Other gangs incompatible with general population.
Module D - Unit a	Indirect	32	32	X				Max.		M	"Special Circumstances": High Profile, Death Row, Escape Risk, Actively Aggressive, Assault on Officers, Disciplinary Segregation, etc.
Module D - Unit b	Indirect	12	12	X				Max.		M	
Module D - Unit c	Indirect	9	9	X				Max.		M	
Module E	Direct	90	45		X			Max.		M	Protective Custody
Module F - Unit a	Direct	74	37		X			Max.		M	Mostly medical needs inmates. CPAP, Diabetes, etc. 4 negative pressure isolation cells.
Module F - Unit b	Direct	22	11		X			Max.		M	Protective custody overflow.
Module M	Direct	54	30		X			Max.		M & F	Primarily behavioral unit. 3 Medical Beds; 2 Observation Cells; 1 Safety Cell; 1 single cell
Module Q	Direct	82	41		X			Max.	M	Administrative Segregation & overflow from Module D	
Module T	Direct	60	30		X			Trustee	M	Staff support, some PC overflow.	
Current Bed Utilization:		709									
Total Rated Beds		695									
Total Inmates likely to move to new facility:		514									
Remaining Inmates		181									
Available beds at original, single-celled capacity:		203									

Level One

UNITS TOTALS - 1ST & 2ND LEVELS

WORKER HOUSING: 30

INTAKE HOUSING: 42

MEDICAL HOUSING: 28

TOTAL BEDS: 100-BEDS

Worker Housing

Main Level: 16-beds
 Mezzanine: 14-beds
Total Beds: 30-beds

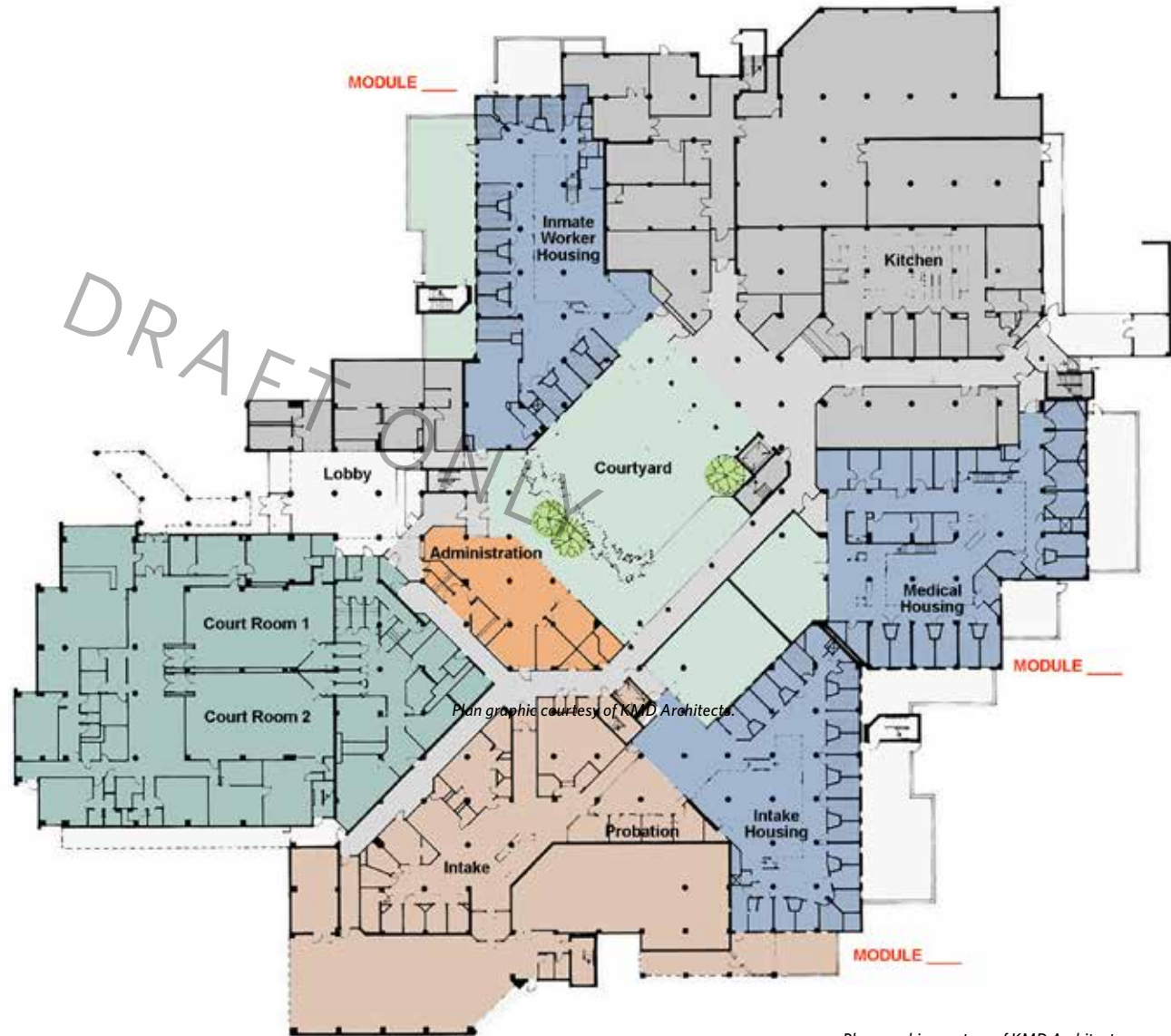
Medical Housing

Main Level: 12-beds
 Mezzanine: 16-beds
Total Beds: 28-beds
 (+ 2 Observation Cells)

Intake Housing

Main Level: 21-beds
 Mezzanine: 21-beds
Total Beds: 42-beds

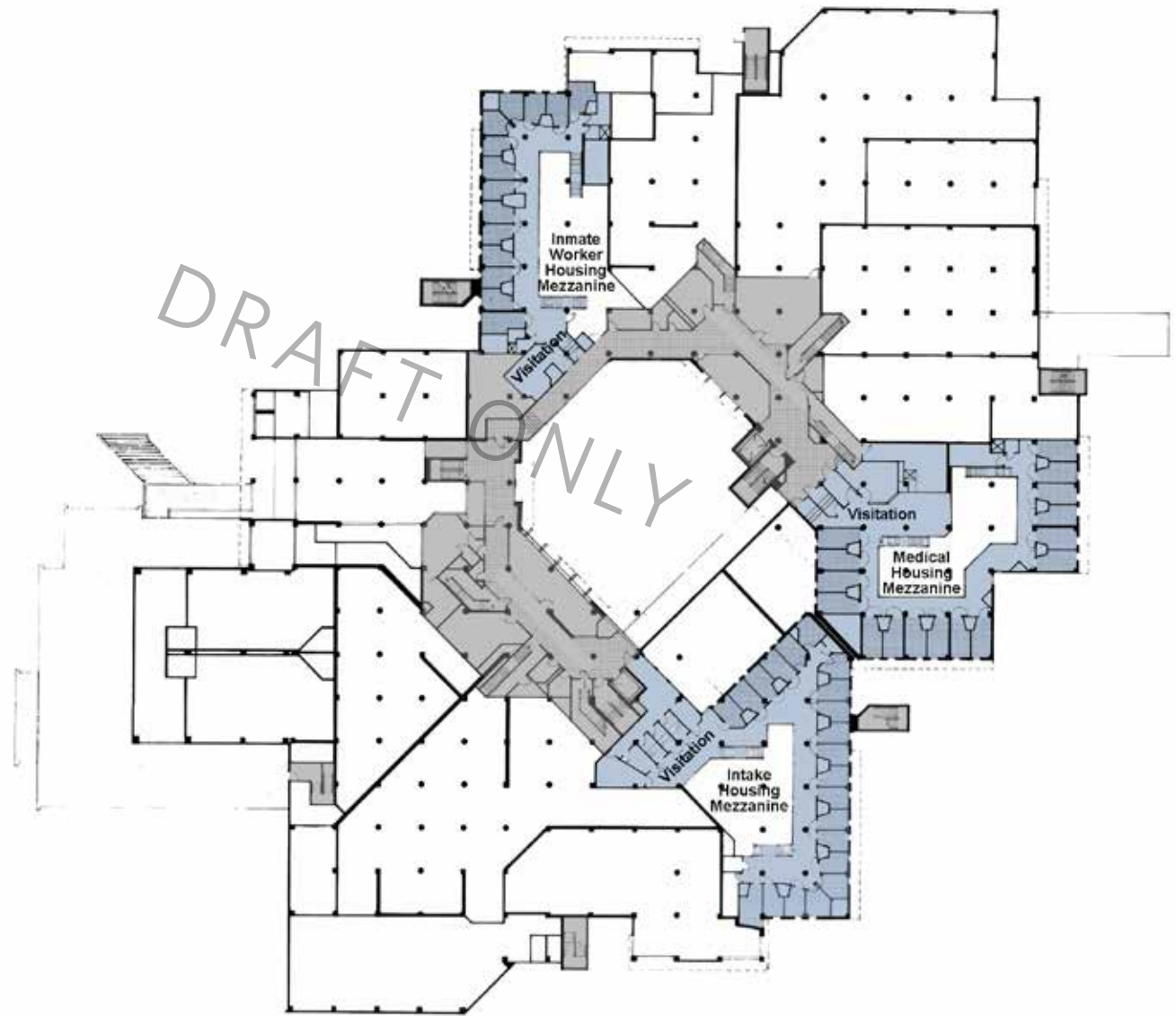
Figure 7: Martinez Detention Facility 1st Floor Plan



Plan graphic courtesy of KMD Architects.

Level Two

Figure 8: Martinez Detention Facility 2nd Floor Plan



Plan graphic courtesy of KMD Architects.

Level Three

UNITS TOTALS - 3RD & 4TH LEVELS

UNSENTENCED:	138
SEPARATION:	53
FEMALE:	48
SENTENCED:	45
TOTAL BEDS:	284-BEDS

Separation Male Housing

Unit A

Main Level:	15-beds
Mezzanine:	17-beds
Total A Beds:	32-beds

Unit B

Main Level:	5-beds
Mezzanine:	7-beds
Total B Beds:	12-beds

Unit C

Main Level:	0-beds
Mezzanine:	9-beds
Total C Beds:	9-beds
Total Beds:	53-beds

Female Housing

Unit A

Main Level:	12-beds
Mezzanine:	22-beds
Total A Beds:	37-beds

Unit B

Main Level:	4-beds
Mezzanine:	8-beds
Total B Beds:	11-beds
Total Beds:	48-beds

Unsentenced Male Housing

Main Level:	19-beds
Mezzanine:	27-beds
Total Beds:	46-beds

Unsentenced Male Housing

Main Level:	19-beds
Mezzanine:	27-beds
Total Beds:	46-beds

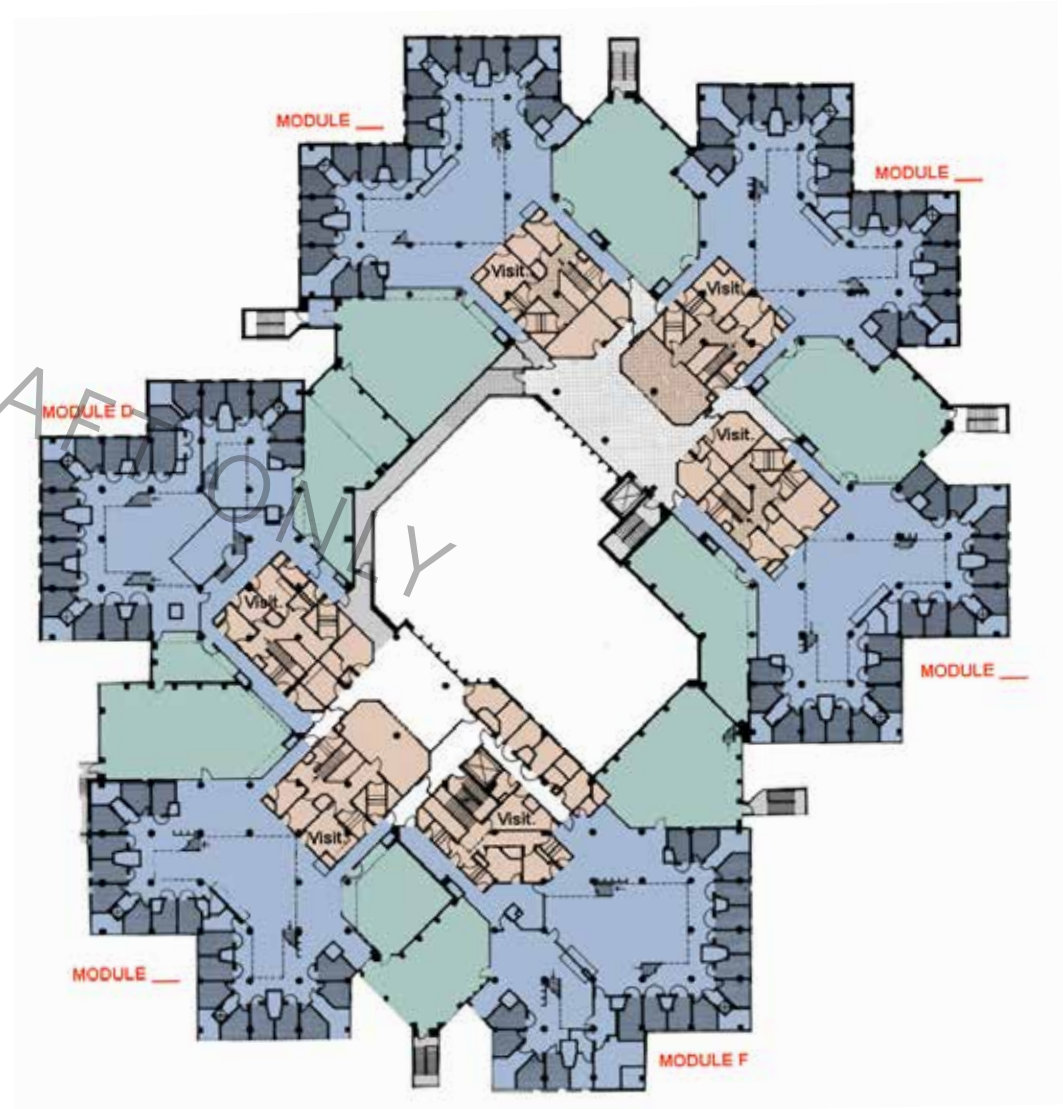
Unsentenced Male Housing

Main Level:	19-beds
Mezzanine:	27-beds
Total Beds:	46-beds
Total Beds:	138-beds

Sentenced Male Housing

Main Level:	18-beds
Mezzanine:	27-beds
Total Beds:	45-beds

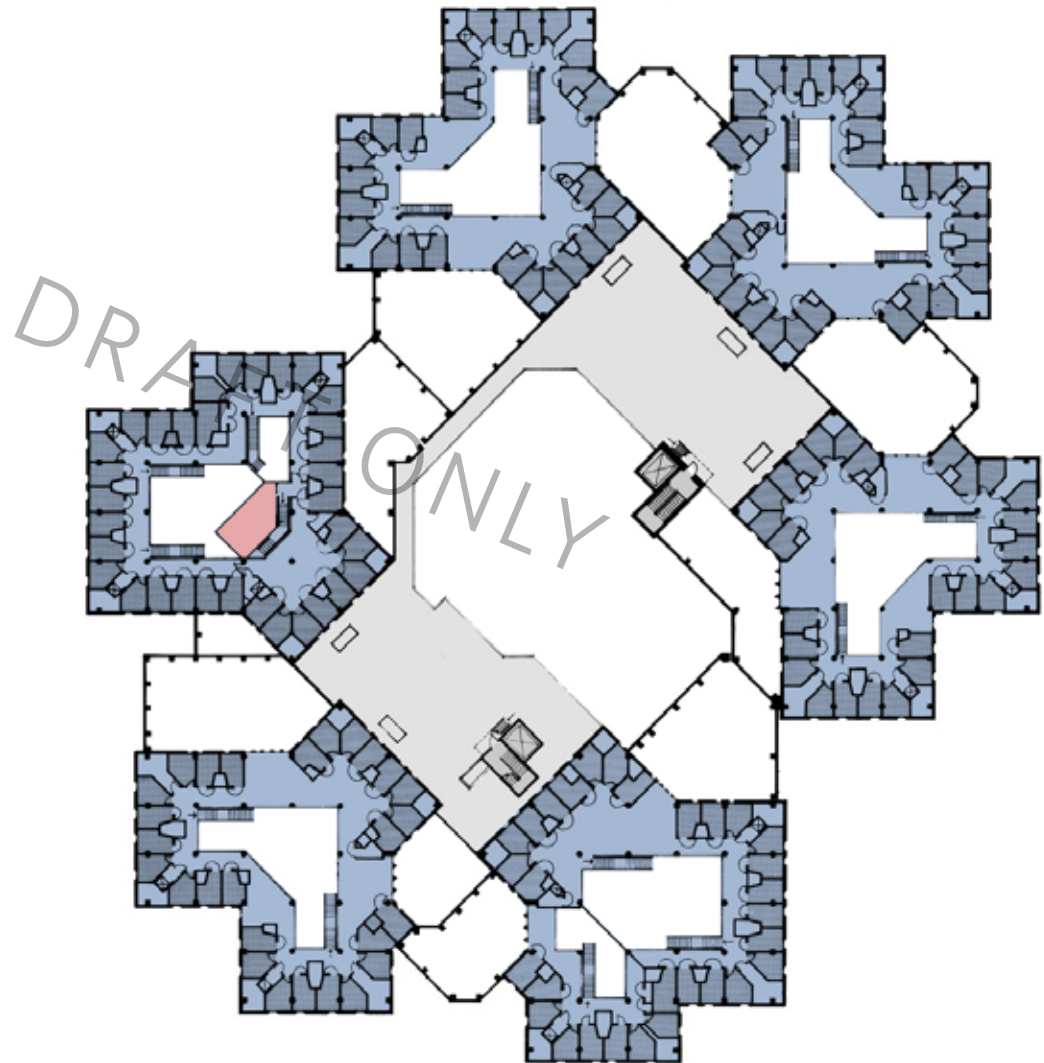
Figure 9: Martinez Detention Facility 3rd Floor Plan



Plan graphic courtesy of KMD Architects.

Level Four

Figure 10: Martinez Detention Facility 4th Floor Plan



Plan graphic courtesy of KMD Architects.

West County Detention Facility (WCDF)

Figure 11: Aerial view of West County Detention facility.



Location: Northern Richmond
Year Opened: 1991
Facility Type: Type II
Number of Beds: 1,096 rated

Overview

The West County Detention Facility (WCDF), opened in 1991, and is the newest of the detention facilities in Contra Costa County. The WCDF is a direct supervision, medium-security, new generation jail designed to operate as a coeducational, program-oriented facility. Although built after the Martinez Detention Facility (MDF), the WCDF was designed and constructed using the same model as that facility and used a similar design approach that replicated the operational philosophy incorporated in MDF. The key difference in these facilities is that the WCDF is a campus model that allows for, and indeed encourages, movement of residents between housing and program clusters within a garden-like campus setting. The WCDF is often described as, and in fact looks more like, a college campus rather than a jail facility.

The WCDF was built to house those sentenced residents who do not qualify for the County's other sentenced facilities, as well as "special needs" populations. Due to changes in the resident population, the WCDF also provides resident housing for pre-trial detainees.

WCDF has a rated capacity of 1,196 residents, in five housing units, four of which are for males and one for females, each with separate recreation areas. The grounds also contain individual courtyards, educational classrooms, library facilities and a chaplaincy program. Residents have the ability to leave the housing units for classes, doctors' appointments or scheduled visits.

Deputies patrol the facility and double-fenced perimeter on bicycles, as well as in marked police vehicles.

Suitability for Accommodation of the Proposed West County Reentry, Treatment and Housing Project.

A primary and compelling advantage of siting the proposed Reentry, Treatment and Housing project within the existing West County Detention Facility campus is that the WCDF was originally designed to accommodate such a future expansion. The RTHP can therefore be accommodated without replication or expansion of existing support facilities, and with minimal provision for new, updated campus utility infrastructure.

Facility support components include but are not limited to Intake and Transfer, Foodservice and Laundry, Medical Services, Campus Maintenance, and major utilities serving the campus. Additionally, the proposed building site is entirely within the existing secure perimeter and precludes the need for expanding or otherwise revising the existing security fence and related perimeter roads (the one exception being temporary security fencing to separate the construction site from the rest of the campus).

Thus, the foresight of the original project authors is of great advantage to the proposed Reentry, Treatment and Housing project:

- Substantial cost savings to the County and State by utilizing existing, adequate support facilities and major campus utility infrastructure,
- Ability to minimize proposed building footprint(s) allowing for optimal and appropriate siting within the existing campus perimeter.
- Site location allows optimal access for entire campus population and staff to Reentry Service Center.
- Minimal to no disruption to on-going detention operations throughout the campus,
- No impact upon campus and community security and safety.
- Minimal visual impact upon the surrounding community with a proposed facility design that intends to complement the existing neighborhood



Table 4: WCDF - Existing Facility Unit-Bed Count

WEST COUNTY DETENTION FACILITY (WCDF)											
Unit Designation	Direct/ Indirect?	Current Rated Bed Utilization	# of Cells	Type of Cells				Unit Classification	Program or Interview Rm?	M /F?	Comments / Unit description
				Sgl.	Dbl.	Mult.	Dorm				
Building 4:	Direct	96	48		X			Medium /Maximum		M & F	22 Females: 187's or incompatible with general population. 74 Males - population varies. Generally all Protective Custody/Disciplinary.
Building 5A	Direct	119	64		X			Medium		M	4 wet, single "lock-down" cells for discipline or reclassification. For all other rooms inmates have key control.
Building 5B	Direct	119	64		X			Medium		M	See comments above.
Building 6A	Direct	119	64		X			Medium		M	See comments above.
Building 6B	Direct	119	64		X			Medium		M	See comments above.
Building 7A	Direct	119	64		X			Medium		M	See comments above. Unit also holds male ICE Detainees.
Building 7B	Direct	119	64		X			Medium		M	See comments above.
Building 8A	Direct	119	64		X			Medium /Maximum		F	See comments above.
Building 8B	Direct	119	64		X			Medium /Maximum		F	See comments above. Unit also holds Female ICE detainees.
Current Bed Utilization:		1048									
Total rated beds:		1,096									

Table 5: WCDF Reentry, Treatment and Replacement Housing Project - Existing Facility Unit-Bed Count

WEST COUNTY DETENTION FACILITY (WCDF) - REENTRY, TREATMENT AND REPLACEMENT HOUSING PROJECT											
Unit Designation	Direct/ Indirect?	Rated Beds	# of Cells	Type of Cells				Unit Classification	Program or Interview Rm?	M /F?	Comments / Unit description
				Sgl.	Dbl.	Mult.	Dorm				
Housing Unit 1	Both	64	32		X			High Security	Multiple	M	General Housing / Reentry
Housing Unit 2	Both	64	32		X			High Security	Multiple	M	General Housing / Reentry
Housing Unit 3	Both	64	32		X			High Security	Multiple	M	General Housing / Reentry
Housing Unit 4	Both	64	32		X			High Security	Multiple	M	General Housing / Reentry
Housing Unit 5	Both	64	32		X			High Security	Multiple	M	General Housing / Reentry
Housing Unit 6	Both	64	32		X			High Security	Multiple	M	Behavioral Health Step-Down Unit / Reentry
Behavioral Health Unit 7	Direct	26	32	X				High Security	Multiple	M	Acute Behavioral Health Unit. 3 Safety Cells (dry) and 3 Observation Cells.
Mostly Module 'M' - behavioral health											
Total rated beds:		410									
Total unrated beds:		6									
Total beds:		416									

Figure 12: West County Detention Facility Site Plan



Marsh Creek Detention Facility (MCDF)

Figure 13: Exterior of MCDF Administration Building.



Location: Southeast of Clayton
Year Opened: 1981
Facility Type: Type III
Number of Beds: 188 rated

Overview

The Marsh Creek Detention Facility (MCDF) is a minimum security corrections facility used for the confinement of low-risk sentenced males. It provides for the care and custody of sentenced individuals serving up to one year or more in the county jail. The MCDF is frequently referred to as the 'Farm' because of its rural location and low security environment. It functions, in essence, as an honor farm.

The MCDF has a rated capacity of 188 beds all in dormitory settings; however, the average population at the facility has lingered at approximately 73-76 incarcerated males since 2014. The underused capacity in this very low security jail facility reflects the fact that many individuals who once occupied these beds are now serving their time in alternative sentencing programs. Another factor for the low census is the lack of available medical staff who would be required to attend to various issues such as allergies to bee stings and other basic medical needs. This issue is under discussion and may be remedied in the future to optimize the ability of the facility to accept a broader base of residents. Those in residence serve a very important role for the Sheriff's department, performing supervised work for the County both on and off-campus. The MCDF also has a very low staffing utilization—there are just two deputies on duty at any given time.

Figure 14: Aerial campus view with building labels





The MCDF provides a variety of opportunities for residents to stay occupied in productive educational, vocational and other activities and learn useful skills that can be applied once they are released from custody. In order to achieve this progressive approach to incarceration, no gang members or other potentially disruptive residents are allowed to be situated here as all activities are conducted in a team environment requiring collaboration and relative camaraderie among all residents.

Although the facility has been in operation for many years, this jail has been very well maintained. To their credit, the Sheriff and his staff have resisted the temptation to house higher security residents in this low-security facility.

Table 6: MCDF - Existing Facility Unit-Bed Count

MARSH CREEK DETENTION FACILITY											
Unit Designation	Direct/ Indirect?	Current Rated Bed Utilization	# of Cells	Type of Cells				Unit Classification	Program or Interview Rm?	M / F?	Comments / Unit description
				Sgl.	Dbl.	Mult.	Dorm				
Dorm E	Direct	64	n/a				X	Minimum	None on-unit	M	All sentenced inmates.
Dorm D	Direct	64	n/a				X	Minimum		M	All sentenced inmates.
Current Bed Utilization:		128									
Total rated beds:		188									
Total Rated Beds in System:		1,979									

DRAFT ONLY



DRAFT ONLY

B

The Department's Operational and Design Philosophy

Operational and Design Philosophy

The Contra Costa County Office of the Sheriff operates three detention facilities within the Office's Custody Services Bureau (CSB). The County's two primary facilities are operated as direct supervision facilities.

The Martinez Detention Facility (MDF) was the first direct supervision county local detention facility when it opened in 1981. For years after it opened, the MDF and its operational philosophy and principals served as a model for local detention design throughout the country.

The West County Detention Facility (WCDF) followed a similar philosophy as the MDF. Opened in 1991, it is a direct supervision campus facility for medium security residents and WCDF provides a wide array of programs and vocational training.

The County's Marsh Creek Detention Facility (MCDF) is frequently referred to as the "farm" because of its rural location. It is a minimum security facility that houses sentenced men for up to one year of County jail time.

The new facility proposed for the WCDF campus is the West County Reentry, Treatment, and Housing Facility (WRTH). The WRTH will continue the tradition of providing direct supervision facilities for detention and, most importantly, it will greatly expand opportunities for reentry services and behavioral health treatment for higher security classifications currently housed at the MDF.

Contra Costa County Office of the Sheriff Mission

The Contra Costa Sheriff's Office has provided dedicated services to its communities for over 150 years. The Contra Costa County Office of the Sheriff promises to protect the quality of life enjoyed by its citizens with:

- Honor
- Courage
- Leadership
- Teamwork



Figure 15: TBD

Figure 16: TBD

DRAFT ONLY

C

The Current Population

Introduction

A profile, or “snapshot” of the resident population provides important planning data that has been used to guide housing needs, program needs, and public policy with regard to incarceration.

The following information is taken from a snapshot survey conducted on July 9, 2015. Information was generated using the Sheriff’s Office Jail Management Software (JMS) and supplemented with data kept by other sources within the County.

The data presented shows an overall picture of the current demographics of the jail population. The data is then subdivided to show the characteristics of residents of each of the County’s three (3) detention facilities. And finally special sub-groups of the overall population have been identified and analyzed to identify potential candidates for programs to support behavioral health and reduce recidivism.

Overall Profile of the Detention Population

On July 9, 2015 there were a total of 1,490 residents in custody distributed among the County’s 3 detention facilities. The MDF, which houses primarily maximum security and gang-related populations, was over capacity on that day.

Distribution of Residents and Capacity Utilization

Overall, the number of residents compared to the number of beds is 75%. Best practices assume that functional capacity is reached at 80-85% of capacity, so overall the County is approaching that percentage.

Table 7: Number of Residents and Capacity Utilization

	TOTAL	CAPACITY	UTILIZATION
MDF	712	695	102%
WCDF	701	1096	64%
MCDF	77	188	41%
Total	1490	1979	75%

Source: Contra Costa Sheriff’s Office

The overcrowding of the MDF is extremely troubling. When it opened in 1981, it had a rated capacity of 384 beds. Over the years, with a rise in the County’s rates of high security populations, MDF’s original single-occupancy design was converted to double-bunking, to achieve its current BSCC-rated capacity. While the 34-year-old MDF was designed to house primarily medium/minimum security classifications, today 80% of people incarcerated at the MDF are classified as “high security” or above, with the remaining 20% classified as “medium security with secondary classification criteria.”



Gender

The current composition of the detention population is 86% men and 14% women. This is a fairly common distribution. In recent years nationwide, the overall numbers of women held in jail have been on the upswing and a range of 12-15% women is not unusual. The snapshot showed that there were 211 women in detention and 91% or 192 were being held at the WCDF.

Table 8: Gender Distribution

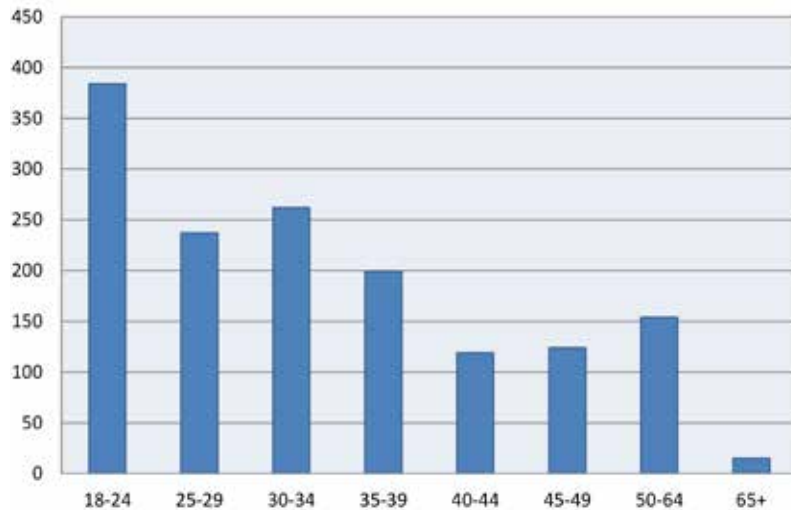
	MEN		WOMEN		TOTAL
MDF	693	97%	19	3%	712
WCDF	509	73%	192	27%	701
MCDF	77	100%	0	0%	77
Total	1279		211		1490

Source: Contra Costa Sheriff's Office

Age of the Population

The average age of all people in custody is 33.8 years old. The largest age cohort is 18-24. There are 384 people (26%) in this age range. Overall 60% of the population is 34 years old or younger.

Figure 17: Age Distribution



Source: Contra Costa Sheriff's Office

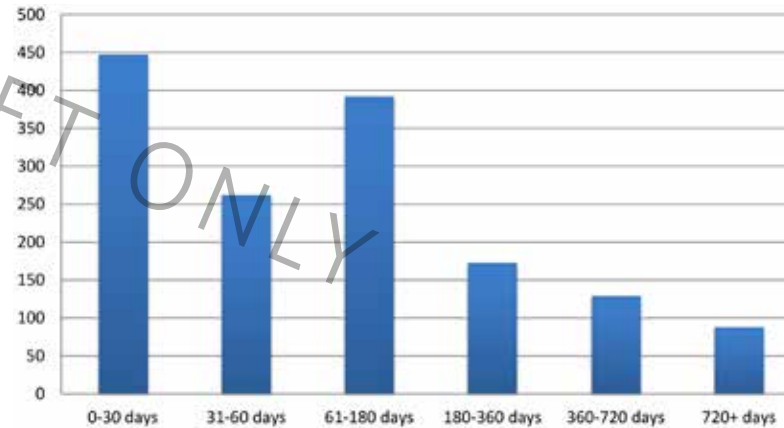
Length of Stay

The average length of stay of people in detention on July 9, 2015 was 181 days. Most have been in custody for 30 days or less.

ALOS varies per facility. The MDF has the longest ALOS at 274 days and that can be attributed to their more severe accused crimes. For example the MDF houses all 148 residents accused of murder (21% of the MDF population) and this sub-group has an ALOS of 535 days.

WCDF (26% sentenced) has an ALOS of 96 days and the MCDF (100% sentenced) has an ALOS of 72 days.

Figure 18: Length of Stay Distribution



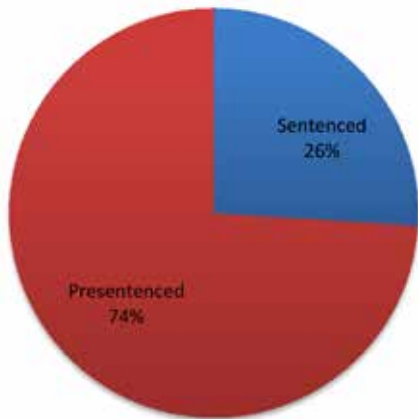
Source: Contra Costa Sheriff's Office



Legal Status

74% of the population has a presentenced status. 26% are sentenced. Of the total number of people sentenced (XXX), XXX (xx%) are serving their sentenced per AB109.

Figure 19: Sentenced vs. Presentenced



Distribution of Classifications

Overall the security classifications are somewhat evenly split between Medium and High Security. There are a very few (77) low security residents and they are housed at the MCDF. As previously mentioned, the vast majority 71% of high security residents are at the MDF. Of the high security residents housed at the WCDF, most (76) have a “Gang” high security classification.

Table 9: Classification Distribution

	MDF		WCDF		MCDF		TOTAL	
Total Pop.	712		701		77		1490	
Classification								
High	504	71%	135	19%	0	0%	639	43%
Medium	208	29%	565	81%	0	0%	773	52%
Low	0	0%	0	0%	77	100%	77	5%

High Security Classifications include: Murder, Administrative Segregation, Gangs, Protective Custody, and High Security
Medium Security Classifications include: Medical, Mental Health, Federal, Unknowns, Out at other facilities and Medium Security
Source: Contra Costa Sheriff's Office

Most Serious Offense

This will be wrapped up once we go through the MCDF population crimes.

Prior Offenses

Prior arrest history can be used to assist the County in pre-trial diversion evaluations as well as classification evaluations. Unfortunately the Contra Costa Sheriff's Office's JMS does not track prior arrests. The available JMS data however did yield who was under supervision (probation or parole) at the time of their arrest while committing a new crime. The following table includes people who have committed new crimes and does not include people who were arrested for strictly probation or parole violations.

Overall 36% of the detention population was on probation or parole when they committed a new crime. Men were more likely to commit a new crime than women.

Table 10: On Probation or Parole at Time of Arrest

	MEN		WOMEN		TOTAL POPULATION	
MDF	242	35%	2	11%	244	34%
WCDF	191	38%	54	28%	245	35%
MCDF	42	55%	0		42	55%
Total	475	37%	56	27%	531	36%

Source: Contra Costa Sheriff's Office

AB 109 Population

This will be based on the information provided by Sgt. McQuoid. It will not be tied to the data base.

Behavioral Health

Coming from Shelly



Profile of the MDF Resident Population

The composition of the MDF population is primarily male (97%) and presentenced (82%) and includes 150 persons (21%) accused of murder. In addition 95%, of the population has been accused or convicted of a felony.

Table 11: MDF - Legal Status and Most Serious Crime

	MDF MEN		MDF WOMEN		TOTAL	
TOTAL POP.	693		19		712	
Legal Status						
Presentenced	564	81%	18	95%	582	82%
Sentenced	129	19%	1	5%	130	18%
Most Serious Crime						
Felony	537	95%	13	72%	550	95%
Misdemeanor	99	14%	3	16%	102	14%
AB 109 - Flash Incar	4	1%			4	1%
Civil Commitment	1	0%			1	0%
Drugs	16	2%	2	11%	18	3%
DWI	7	1%			7	1%
Hold (unspecified)	4	1%			4	1%
ICE	3	0%			3	0%
Parole Violation Only	5	1%			5	1%
Traffic	15	2%			15	2%
Unknown	2	0%	1	5%	3	0%
Murder Charge	149	22%	1	5%	150	21%

Note: Some AB 109 residents received "flash" incarceration after committing new crimes - Most serious crimes noted in these cases

Source: Contra Costa Sheriff Office

An inmate snapshot provides a one day sampling of the demographic and security composition of a jail population. The snapshot is a supplement used in conjunction with longitudinal historical jail data.

Table 12: MDF - Male Classification

	MDF MEN		
TOTAL POP.	693		
	Number	Total	%
Administrative Segregation		95	14%
Muder/Gang			
Murder	28		
Gang	14		
Ad Seg	53		
Murder		101	15%
Murder/Gang	47		
Murder	54		
Protective Custody		168	24%
Murder	18		
Murder-Gang	2		
High Security	55		
Protective Custody	93		
Gang		86	12%
High Security		35	5%
Medium Security with Secondary Classifications		135	19%
Mental Health		12	2%
Medical		7	1%
Temporarily Housed Out of Facility for Medical Care Or Assessments		45	6%
Federal		1	0%
Unknown		8	1%

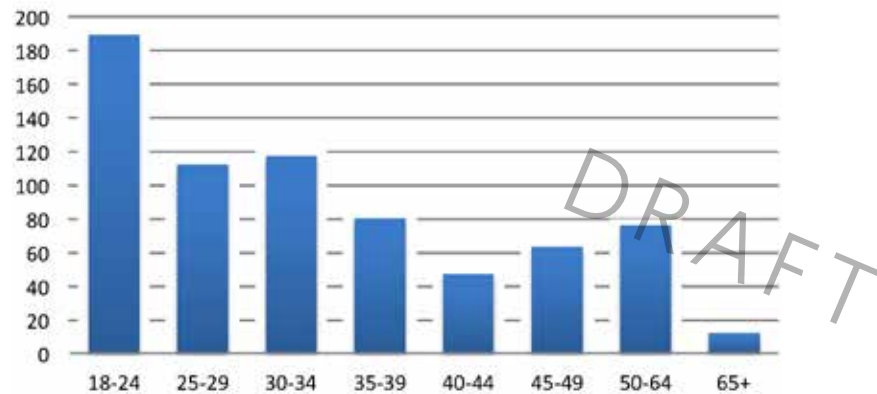
Source: Contra Costa Sheriff Office



Age of the MDF Male Population

The average age of males at the MDF is 34 years old. Of the age cohorts identified, the 18-24 year olds make up the largest segment at the MDF as they account for 189 people or 27% of the population. The next youngest cohort, 25-29 year olds, account for 112 people or 16% of the population. These two age groups total 301 people or 43% of the population.

Figure 20: MDF Male Age Distribution



Source: Contra Costa Sheriff Office

Length of Stay of the MDF Male Population

The ALOS of the MDF male population is highest in the County detention system at 274 days. As stated before, this is due to the severity and complexity of the criminal charges against these individuals. Presentenced people have a longer length of stay versus the sentenced population. Of individuals with a scheduled release date, the average number of days to release is 61 days and 55 people have a release date of 60 days or less.

Table 13: MDF - Male Population Legal Status and Alos

	NUMBER	ALOS	DAYS TO RELEASE
Presentence	564	287	-
Sentenced	129	215	61
Total	693	274	

Source: Contra Costa Sheriff Office

Profile of the WCDF Resident Population

The composition of the WCDF is 73% male and 27% female. Presentenced residents represent 74% of the population and 26% is sentenced. Among both men and women, felonies are the most common crime at 63%. 132 people were held for the United States Immigration and Customs Enforcement (ICE). This represents a large segment of the population (19%) at the WCDF.

In the following sections, the JNA will examine the characteristics of WCDF's male and female population separately.

Table 14: WCDF - Legal Status and Most Serious Crime

	WCDF MEN		WCDF WOMEN		TOTAL	
TOTAL POP.	509		192		701	
Legal Status						
Pre-Sentenced	376	74%	145	76%	521	74%
Sentenced	133	26%	47	24%	180	26%
Most Serious Crime						
Felony	234	62%	95	66%	329	63%
Misdemeanor	120	24%	23	12%	143	20%
AB 109 - Flash Incar	5	1%	1	1%	6	1%
Civil Commitment			1	1%	1	0%
Drugs	28	6%	11	6%	39	6%
DWI	13	3%	6	3%	19	3%
Hold (unspecified)	1	0%	0		1	0%
ICE	84	17%	48	25%	132	19%
Parole Violation Only	1	0%	0		1	0%
Traffic	23	5%	7	4%	30	4%
Unknown			0	0%	0	0%
Murder Charge	2	0%	12	6%	14	2%

Note: Some AB 109 residents received "flash" incarceration after committing new crimes - Most serious crimes noted in these cases

Source: Contra Costa Sheriff Office



On the day of the snapshot there were 192 women housed at the WCDF. 76% had a legal status of presentenced and 24% were sentenced. Of the 192 total, 48 (25%) were being held for ICE. 63% were being held on a felony charge and 20% held on a misdemeanor charge. 55 (29%) women were under judicial supervision at the time they committed new crimes.

Profile of the WCDF Male Population

The majority of the male population of WCDF (80%) is classified as medium security. Some men are classified as gang members (14%) and a small portion are classified as protective custody. Most residents are presentenced (74%) and most have been accused of a felony (62%).

Table 15: WCDF - Male Classification

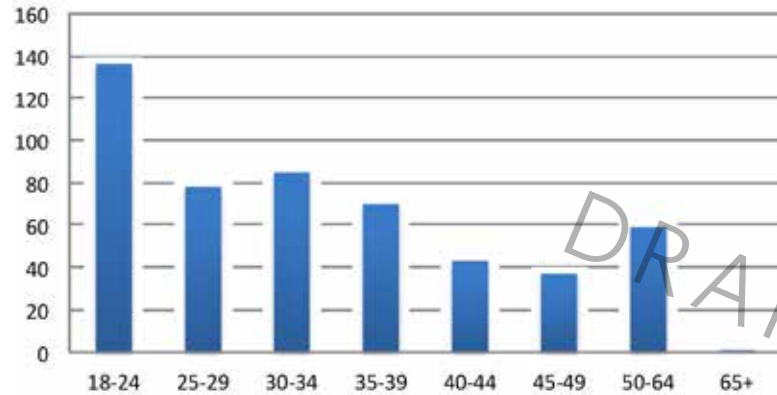
WCDF MEN			
TOTAL POP.	508		
	Number	Total	%
Administrative Segregation		3	1%
Gang	3		
Ad Seg	0		
Protective Custody		32	6%
Gang		70	14%
High Security		0	0%
Medium Security		404	80%

Source: Contra Costa Sheriff Office

Age of the WCDF Male Population

Similar to the MDF, 18-24 year olds make up the largest age cohort. In fact the age distribution for the males at the WCDF are very similar to the MDF with almost an equal percentage of individuals under 30 in both facilities. The average age here as at the MDF is 34 years old.

Figure 21: WCDF Male Age Distribution

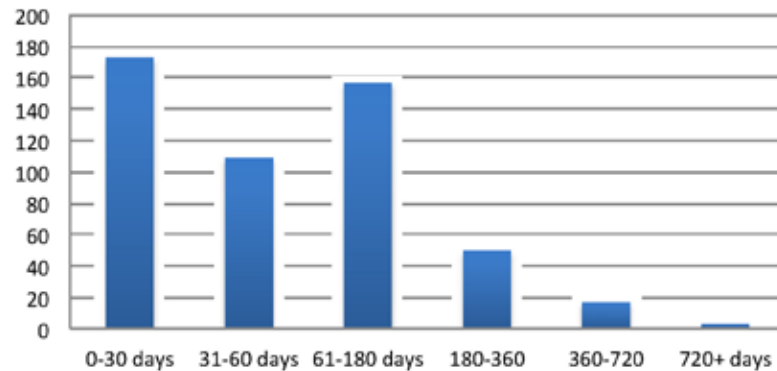


Source: Contra Costa Sheriff Office

Average Length of Stay of the WCDF Male Population

The ALOS for men at the WCDF is 97 days. 86% of the population has been at the facility for 6 months or less.

Figure 22: WCDF Male Length of Stay Distribution



Source: Contra Costa Sheriff Office

Profile of the WCDF Female Population

On the day of the snapshot there were 192 women housed at the WCDF. 76% had a legal status of presentenced and 24% were sentenced. Of the 192 total, 48 (25%) were being held for ICE. 63% were being held on a felony charge and 20% held on a misdemeanor charge. 55 (29%) women were under judicial supervision at the time they committed new crimes.

The vast majority of women at WCDF, 84% (162 of 192), are medium security. Relatively low numbers fall into administrative segregation and protective custody classifications (24 of 192).

Table 16: WCDF - Women Classification

WCDF WOMEN			
TOTAL POP.			
	Number	Total	%
Administrative Segregation			
Protective Custody/Murder			
Gang			
High Security			
Medium Security			

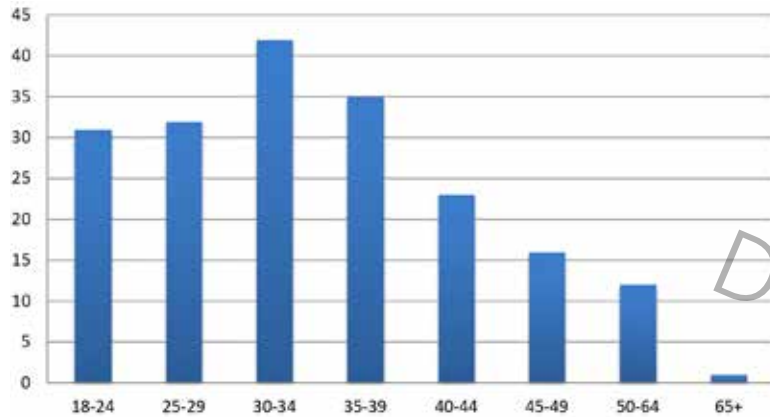
Source: Contra Costa Sheriff Office



Age of the WCDF Female Population

The average age of a woman at the WCDF is 35 years old and the largest age cohort is ages 30-34 years old. Although the average age of the women is similar to the men, as a group the women are older as 68% (129 of 192) are over the age of 30.

Figure 23: WCDF Female Age Distribution

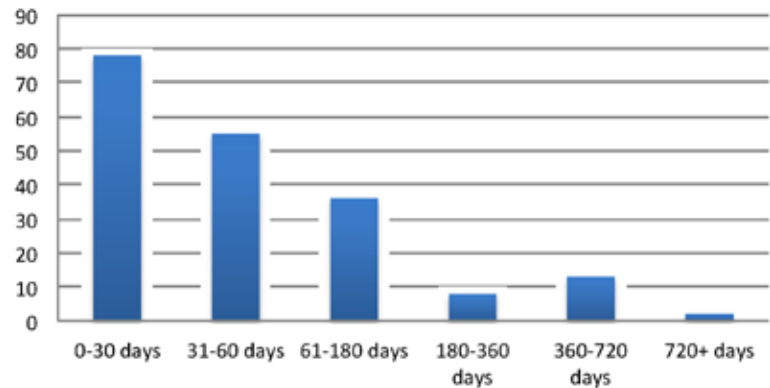


Source: Contra Costa Sheriff Office

Length of Stay of the WCDF Female Population

The ALOS for men at the WCDF is 93 days. 88% of the population has been at the facility for 6 months or less and 78% of the population has been at the facility 2 months or less.

Figure 24: WCDF Female Length of Stay Distribution



Source: Contra Costa Sheriff Office

DRAFT ONLY

D

The Classification System

Overview

The current classification basically differentiates residents between "High" security and "Medium" security. High security residents are assigned to the MDF and medium security residents are assigned to the WCDF. The classification assessment and subsequent housing assignment are made within 24 hours of booking.

A third classification, "Low" security, is used only for sentenced residents serving time for minor criminal infractions. The number of residents in this classification is typically only 5% of the overall system population. These residents are housed at the MCDF.

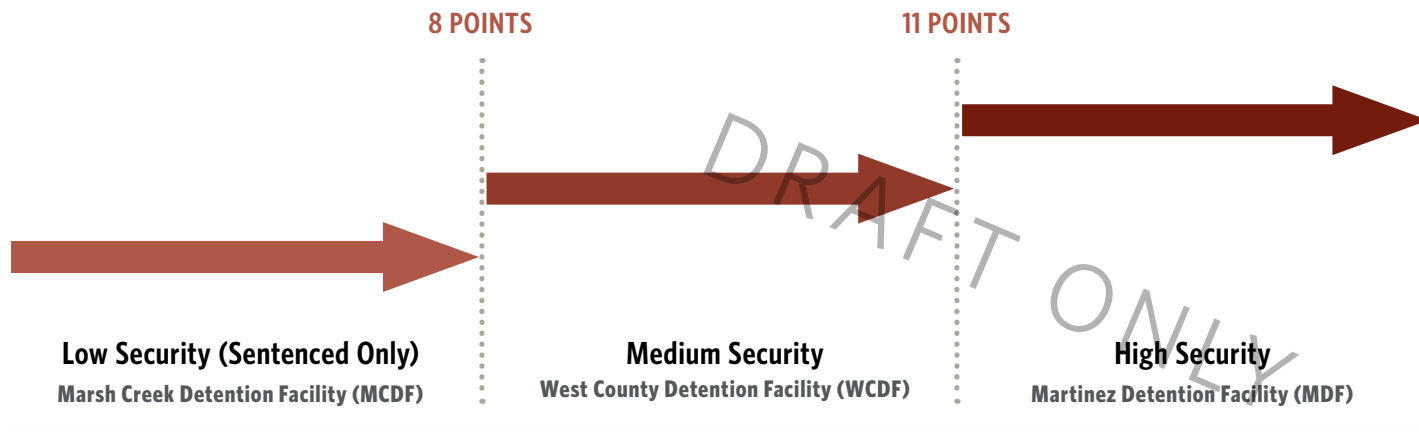
Classification Criteria and Considerations

The Contra Costa Sheriff's Office uses a classification system that considers the following factors:

- Current Charge
- Serious Offense History
- Escape History
- Disciplinary History
- Prior Felony Convictions
- Gang Affiliation
- Enemies of the Facility

Points are assigned based on the above criteria to arrive at an resident’s classification. At this time residents who score 11 or more points are considered high security and are assigned to the MDF. Residents scoring 10 points or less are considered medium security and qualify for housing at the WCDF. Residents with 8 points or less and who are sentenced are considered minimum security and qualify for housing at the MCDF.

Figure 25: Contra Costa County Office of the Sheriff Classification Point System



There are 54 criminal charges that the Contra Costa County Office of the Sheriff considers a “MDF Only” charge. These include charges such as PC 187 Murder, PC 203 Mayhem, and PC 243 Battery on a Police Officer among others. Residents may also be designated “MDF Only” if any past convictions are among the list of 54 serious charges. However, depending on the age of that conviction, a person may be considered for reclassification.



Table 17: “MDF Only” Criminal Charges (54)

SECTION	TITLE
151PC	INCITING VIOLENCE AGAINST POLICE (>5 YEARS, 5 POINTS)
187PC	MURDER (>15 YEARS, 5 POINTS)
187/664PC	ATTEMPT MURDER (>10 YEARS, 5 POINTS)
192PC	VOLUNTARY MANSLAUGHTER (>15 YEARS, 5 POINTS)
192A/664	ATTEMPT VOLUNTARY MANSLAUGHTER (>10 YEARS, 5 POINTS)
203PC	MAYHEM (>10 YEARS, 5 POINTS)
203/664PC	ATTEMPT MAYHEM (>2 YEARS, 5 POINTS)
205PC	AGGRAVATED MAYHEN (>10 YEARS, 5 POINTS)
207APC	KIDNAP BY FORCE (>10 YEARS, 5 POINTS)
207A/664	ATTEMPT KIDNAP (>5 YEARS, 5 POINTS)
207BPC	KIDNAP CHILD FOR LEWD PURPOSE (>15 YEARS, 5 POINTS)
207B/664	ATTEMPT KIDNAP CHILD FOR LEWD PURPOSE (>10 YEARS, 5 POINTS)
207CPC	KIDNAP FORCE, OUT OF STATE (>15 YEARS, 5 POINTS)
207C/664	ATTEMPT KIDNAP (>10 YEARS, 5 POINTS)
207DCP	KIDNAP FROM OUTSIDE OF STATE (>2 YEARS, 5 POINTS)
208DPC	KIDNAP W/INTENT TO RAPE (>5 YEARS, 5 POINTS)
209BPC	KIDNAP FOR ROBBERY (>5 YEARS, 5 POINTS)
209B/664PC	ATTEMPT TO KIDNAP FOR ROBBERY (>2 YEARS, 3 POINTS)
220PC	ASSAULT W/INTENT SEX CRIME (>5 YEARS, 5 POINTS)
242-243BPC	BATTERY ON PEACE OFFICER/FIRE (>5 YEARS, 5 POINTS)
242-243C PC	BATTERY ON P.O. W/INJURY (>5 YEARS, 5 POINTS)
242-243.1PC	BATTERY CUSTODIAL OFF. (>5 YEARS, 5 POINTS)
243CPC	BATTERY ON POLICE OFF. (>5 YEARS, 5 POINTS)
245A2 PC	ASSAULT W/FIREARM (>3 YEARS, 5 POINTS)
245A3 PC	ASSAULT W/MACHINE GUN (>3 YEARS, 5 POINTS)
245B PC	ASSAULT W/ASSAULT RIFLE (>3 YEAR, 5 POINTS)
245B/664 PC	ASSAULT DEADLY WEAPON ON P.O. (>5 YEARS, 5 POINTS)
245C PC	ADW PEACE OFFICER NOT FIREARM (>5 YEARS, 5 POINTS)

SECTION	TITLE
245C-664 PC	ATTEMPT ADW PEACE OFFICER (>3 YEARS, 5 POINTS)
245D1 PC	ASSAULT ON P.O. W/FIREARM (>7 YEARS, 5 POINTS)
245D2 PC	ASSAULT SEMI-AUTO RIFLE P.O. (>7 YEARS, 5 POINTS)
245D3 PC	ASSAULT MACHINE GUN P.O. (>7 YEARS, 5 POINTS)
246 PC	SHOOT INTO DWELLING (>3 YEARS, 5 POINTS)
261 2 PC	FORCEABLE RAPE (>7 YEARS, 5 POINTS)
261 2-664 PC	ATTEMPT FORCE RAPE (>5 YEARS, 5 POINTS)
286D PC	SODOMY BY FORCE (>7 YEARS, 5 POINTS)
286D/664 PC	ATTEMPT SODOMY BY FORCE (>5 YEARS, 5 POINTS)
286 E PC	SODOMY IN DETENTION FACILITY (>5 YEARS, 5 POINTS)
286E/664 PC	ATTEMPT SODOMY IN JAIL (>3 YEARS, 5 POINTS)
288A{E} PC	ORAL COP IN JAIL (>5 YEARS, 5 POINTS)
288A {E}/664	ATTEMPT ORAL COP IN JAIL (>3 YEARS, 5 POINTS)
289A PC	RAPE W/FOREIGN OBJECT W/FORCE (>7 YEARS, 5 POINTS)
289A/664	ATTEMPT RAPE W/FOREIGN OBJECT (>3 YEARS, 5 POINTS)
4131.5 PC	BATTERY ON NON-IMATE (>2 YEARS, 5 POINTS)
4501.5 PC	BATTERY BY PRISONER (>2 YEARS, 5 POINTS)
4530 A PC	ESCAPE STATE PRISON W/FORCE (>10 YEARS, 5 POINTS)
4530B PC	ESCAPE FROM STATE PRISON (>10 YEARS, 5 POINTS)
4532B PC	ESCAPE FROM FEL CUSTODY W/FORCE (>7 YEARS, 5 POINTS)
4574A PC	BRING FIREARM IN TO JAIL (>7 YEARS, 5 POINTS)
4574A/664 PC	ATTEMPT TO BRING FIREARM IN (>3 YEARS, 5 POINTS)
12308 PC	EXPLOSION W/INTENT TO MURDER (>10 YEARS, 5 POINTS)
12309 PC	EXPLOSION CAUSING GBI (>5 YEARS, 5 POINTS)
12310A PC	EXPLOSION CAUSING DEATH (>5 YEARS, 5 POINTS)
12310B PC	EXPLOSION CAUSING GBI/MAYHEM (>5 YEARS, 5 POINTS)

Source: Contra Costa County Sheriff's Office Classification Unit



Other crimes that are considered high severity by the Contra Costa County Office of the Sheriff include: felony sex crimes, felony weapon charges, and drug manufacturing charges.

It is important to note that residents with medical and mental health issues are automatically assigned to the MDF and must be cleared by the Medical and Mental Health Staff to be housed at WCDF. Women with mental health diagnoses are housed at the MDF.

Classification Sub-sets

At both the MDF and WCDF there are the sub-classifications that are used for separation purposes:

Administrative Segregation - Residents who are a concern to the safety and security of the facility, pose an escape risk, are violent, disrupts facility operations, sentenced to long term and awaiting transport to prison, and convicted dangerous residents awaiting sentencing.

Protective Custody - Residents who have a fear for their safety while in custody

Gang - Residents who are currently active members of gangs and are identified to keep certain gang members separate from each other.

Classification Reviews

The Contra Costa County Office of the Sheriff follows the California Minimum Standards for Local Detention Facilities for classification reviews. State standards require that residents who have been sentenced to more than 60 days may request a review of his/her classification plan no more than 30 days from the last review. 75% of the detention system population is presentenced and do not have the ability to request a review of their classification.

The Contra Costa County Office of the Sheriff does conduct periodic review of those in Administrative Segregation. Current policy dictates a review every 7 days for the first 60 days and then every 30 days thereafter.

Observations

The current classification system is not unusual however there may be a lost opportunity because the system does not allow residents to move to lower classifications by exhibiting good behavior, following rules, and participating in programs. A revised system that allows automatic periodic reviews of initial classifications and allows an resident's behavior to be factored into the assessment would create an effective resident behavior management tool.

Recommendations

Classification Recommendation 1 - Provide for automatic, systematic, periodic reclassification that includes behavior as part of the reclassification assessment.

Regular reclassification hearings can increase the motivation of residents to act in ways that will lead to lower levels of custody and increased privileges and freedoms. The reclassification hearings become effectively an resident behavioral management tool. Depending on philosophy and staffing availability, most hearings should be around every 45-60 days. Maximum security may benefit from more frequent hearings—say every 30 days.

Classification Recommendation 2 - Ensure that the classification process provides data for the collection of complete, high quality, verified, and standardized data. Combine classification data with the JMS.

If data collection is structured, complete, and entered into the an residents JMS file, the reclassification hearing process can be can be effectively and efficiently administered.

Conclusion

A properly designed and implemented classification system can provide a number of benefits including:

- Improved institutional security
- Increased public security
- Higher morale and lower stress among staff
- More encouragement of residents to behave
- Efficient decision-making
- Greater equity and fairness in housing decisions
- Better information for program and facility planning

E

Program Needs

Program needs, including planned academic programs including special education programs and an analysis of performance in using programs that can reduce secure facility requirements.

Summary of Current Programming and Related Facilities

Throughout the history of jails in California and across the nation, in-custody resources have tended to concentrate almost exclusively on legally mandated access to education, religious services, legal counsel, and physical exercise; in California, these mandates are defined in Minimum Standards for Local Detention Facilities, Title 15-Crime Prevention and Corrections, Article 6: Resident Programs and Services. In addition to these mandated services, the “range and source” of any “individual/family service programs” to be offered in a custodial setting may be determined solely “at the discretion of the facility administrator” (Section 1070).

In Contra Costa, all in-custody services are administered by the Office of the Sheriff’s Custody Services Bureau Resident Services Unit, under the direction of the Director of Resident Services. The mission of the Resident Services unit is to provide for a variety of needs of incarcerated people in order to reduce the impact of crime on the community. All in-custody programs and services meet the legal guidelines in CA Penal Code Section 4025 and 4026, in addition to Title 15, Article 6. The mandatory Title 15 services provided in the Contra Costa jails are supported in whole or in part by the Resident Welfare Fund.

Education: In accordance with Title 15, CCR, Section 1061, the Contra Costa County Office of the Sheriff provides Adult Basic Education classes and independent-study programs for sentenced and non-sentenced men and women incarcerated in the County jails,

through a contract with the Contra Costa County Office of Education (CCCoE), which is accredited by the Western Association of Schools & Colleges. All classes are taught by credentialed teachers.

Religious: Two full-time Chaplains and one part-time Chaplain, augmented by over 250 volunteer Chaplains, provide pastoral care, counseling, and spiritual materials to men and women of all faith traditions who request such services throughout the jail system. Provide over 78 weekly religious study groups, and approximately 20 weekly worship services for various faith groups within the detention facilities.

Legal: Legal Research Associates (LRA) provides legal research services to people incarcerated in any of Contra Costa’s jail facilities, providing mandated legal reference materials for both criminal and constitutionally-mandated civil rights laws provided in Document request forms are submitted to Custody Services administration and requested documents are delivered via courier within 48 hours of receipt by LRA.

Community-Based or Voluntary: In the Contra Costa County jail system, as in many others, non-mandated services have generally been provided through volunteer or self-help organizations, such as NA/AA. However, since the advent of AB 109 in 2011, several community-based organizations have been awarded AB 109-funded contracts to provide some services—a weekly mentoring meeting for men and a weekly group for women—to AB 109 clients while in custody, as further detailed later in this section.

Despite the need for these and other in-custody programs, however, space limitations and related security classification issues at all three jail facilities substantially interfere with the delivery of appropriate and sufficient services to meet the needs of incarcerated men and women to prepare them for success following release from incarceration.



Current Programs and Services

1. West County Detention Facility

a. Programs at WCDF

Academic and vocational programs and services are far more accessible at WCDF than at anywhere else in the County jail system. Designed to provide educational and vocational education, the physical plant at WCDF includes dedicated educational spaces for men and for women, with one Classroom Building intended for men and one Classroom Building intended for women.

However, because almost all of the available space in the Men's Classroom Building is fully utilized by the Adult Education classes, which operate morning and afternoon five days a week, men at WCDF have no access to vocational shops. In contrast, because the Women's Classroom Building is the same size as the men's but serves a smaller population, women have access to two vocational shops (sign engraving and woodworking).

Adult Basic Education: At WCDF, CCCoE conducts Adult Basic Education classes in English, Math, and ESL for both men and women, provided by a team of eight credentialed teachers. All student educational plans begin with a Comprehensive Adult Student Assessment to identify students' baseline skills.

Students may elect to pursue a high school diploma track or a GED track, but all classes are blended, meaning that they serve both high school and GED students simultaneously. Classes are conducted morning and afternoon, five days a week, and all classrooms are used simultaneously, due to student demand and capacity constraints. Both men and women may also elect to participate in academic education through Independent Study, supported by a weekly meeting with a teacher who provides, receives, and grades student assignments.

In addition to Adult Basic Education, CCCoE teachers also conduct a workforce soft-skills "reentry" class as well as a substance-use and behavioral education class (DEUCE).

Vocational Programs: Both men and women at WCDF can participate in computer applications and web design classes; in the fourth quarter of 2015, the computer applications program will begin providing students with the opportunity to earn industry-recognized certification in Microsoft and Adobe applications. These classes are taught by CCCoE teachers.

Women at WCDF can also participate in an Engraving/Sign/Vehicle Decaling Shop Program, which provides training in wood and acrylic engraving, sublimation, banner, aluminum and architectural sign production (including Braille), and vehicle graphics development, printing and application. This course is taught by a team of three County employees: one Industry/Engraving Shop Instructor and two Instructor Assistants.

Women at WCDF can also participate in the Frame Shop Program, which trains women in professional shadow-box and framing techniques. This course is taught by a part-time Vocational Instructor, who is a County employee.

Due to space limitations, as described above, these vocational programs are not available to men at WCDF.

At WCDF in 2014, about 434 incarcerated men and women were able to participate in any programs and services.

Library Services

Librarians employed by the County provide library services, study guides for civil service tests, college and trade school exams, voter registration, and driver's license study materials within the detention facilities.

WCDF provides a full-service browsing library for men, with a satellite (small) browsing library for women. In addition, librarians at WCDF provide tutoring in Math, Reading, and ESL.

Religious Services

At WCDF, Chaplains conduct weekly nondenominational services. Communion and confession, if requested, are provided in the small interview rooms.

Additional Programs

- REACH International conducts a monthly support group for women, typically reaching a total of 15 women per meeting, as well as providing information about their services through orientation meetings typically held several times a month.
- Men and Women of Purpose conduct weekly mentoring group for men and for women, typically serving 50 men and 15 women per week.
- STAND! For Families Free From Violence conducts a weekly batterers' workshop for Court-ordered men.
- Narcotics Anonymous/Alcoholics Anonymous: Women at WCDF have access to once-weekly self-help meetings (one NA and one AA) held in a computer classroom

in the Women's complex; for men, once-weekly self-help meetings (one NA and one AA) are held in the single multi-purpose room or a classroom at WCDF, with each housing unit assigned to a specific meeting time each week.

- In addition, cleared staff from various agencies (both public and private) enter the jail to conduct intake interviews, distribute informational materials, or provide legal services.

b. Program Facilities at WCDF

In total, WCDF's physical plant includes the programs or services spaces:

Classroom Buildings

Men's: Five classrooms, one computer classroom, and a library

Women's: Two classrooms, one computer classroom, a satellite library room, and two vocational shops (sign engraving and woodworking)

Space within Housing Units

Generally, each housing unit contains one interview rooms, in a "contact" design, meaning that there are no physical barriers within the room. Because these rooms therefore require active supervision by Deputies, these rooms are usually used only for meetings between legal counsel and clients.

Group Spaces (one of each, on the entire campus)

One multipurpose room divisible by an "air wall," with each side holding 25-30 people; this space is used for religious services conducted by chaplains.

Visit Center

Non-contact room adjacent to the Visit Center; holding X people, this is the only available space for meetings between community-based service providers and their clients during visiting hours.

2. Marsh Creek Detention Facility

a. Programs at MCDF

Adult Basic Education: At this low-security "farm-style" facility for sentenced people, academic education is provided through Independent Study, supported by a weekly meeting with a teacher who provides, receives, and grades student assignments.

In addition to independent academic study, CCCoE also conducts a group substance-use and behavioral education class (DEUCE) and runs the vocational training woodshop program. In the woodshop program, participants construct toys and repair recovered bicycles to be distributed during the holiday season to children and families in need. In the fourth quarter of 2015, the MCDF Woodshop course will implement an additional Construction component of the course, using CCCoE's Regional Occupations Program curriculum to instruct students in areas related to construction trades.

CCCoE staffing at MCDF includes a full-time woodshop teacher, a part time independent study teacher, a full-time DEUCE teacher, and an instructional assistant, supplemented by an additional full-time construction teacher when the new component is added.

Landscaping Program: The Landscaping Program trains men in landscape design, installation and maintenance; horticulture techniques; and irrigation design and installation and repair; it is staffed by 1 part-time Landscaping Instructor, who is a County employee.

Library Services: MCDF provides a full-service browsing library for men.

In 2014, 112 men and women incarcerated at MCDF participated in the available programs and services.

Community-Based Services: Proud Fathers program provides anger management and parenting skills course designed specifically for young fathers ages 18-25.

b. Program Facilities at MCDF

- Classrooms
- Space within Housing Units
- Group Spaces

3. Martinez Detention Facility

a. Programs at MDF

Originally designed to provide medium-security housing for 384 people but now rated for 695 people, MDF has come to serve as both the high-security detention facility and the mental health detention facility for Contra Costa County.



Unfortunately, however, MDF is almost totally devoid of program and treatment spaces. Each 96-bed unit has one dayroom, sized for 48 people, meaning that only half of the unit’s residents can be safely allowed out of their cells at a time, leading to long periods of in-cell confinement. Aside from the dayroom, there are no other group-meeting spaces at MDF.

As a result, people incarcerated at MDF have almost no access to services, programs, treatment, recreation, socialization, or physical activity.

Other than psychiatric diagnosis and monitoring, the only services currently available at MDF are academic independent-study, library cart, chaplain services, and psychiatric assessment, diagnosis, and medical management. As a result, all people incarcerated at MDF live in the most restrictive conditions of the entire County jail system.

These conditions—compacted, under-designed, overly restrictive, populated by the highest-need individuals whose mental health conditions are exacerbated by deleterious living conditions, nearly devoid of appropriate services, with population levels inconsistent with direct supervision design—pose serious and constant risks to the safe, secure, humane, and effective operations at MDF.

Library Services: MDF provides library services only in the form of a library cart, with books requested through an Resident Request Form.

In 2014, 99 men and women incarcerated at MDF participated in the available programs and services.

b. Program Facilities at MDF

- Classrooms: None
- Space within Housing Units: Each 96-bed unit contains a single dayroom
- Group Spaces: None
- Visiting Spaces

Proposed Programs and Services

1. Essential Approaches

a. Rehabilitation and Reentry Program

The Rehabilitation and Reentry Program (R&R Program) will provide a comprehensive and integrated array of validated, evidence-based, trauma informed, cognitive behavioral treatment, workforce readiness, and transition-planning services to adult men and women housed at WCDF (in existing housing and in any new facility), with substantial transition-planning and resource development services provided to people incarcerated at either MDF or MCDF.

The R&R Program’s array of culturally-competent, gender-responsive services will support clients’ ability to make positive, healthy future choices. The Program will use a blended approach that incorporates recognized evidence-based curricula, elements of the modified therapeutic community model such as milieu interventions, strengths-based case development, intensive and customized transition planning, and job and resource development and matching.

By developing skill-based mechanisms to identify, understand, and manage the challenges related to criminal thinking, anger management, interpersonal dynamics, and exposure to trauma, clients will better recognize and manage their moods, thoughts, impulses, behaviors, and decisions.

Most services will be made available on an open-enrollment basis, meaning that clients can begin services at any time during their detention. However, some process groups will be conducted as closed groups, to provide opportunities for deeper, more self-reflective work for appropriate clients.

The R&R Program will be operated in close partnership with the Sheriff’s Office’s Director of Resident Programs, the Contra Costa County Office of Education, County vocational staff, and other community providers to ensure a coordinated and complementary approach to services. In addition, the R&R Program’s clinical services will be provided in collaboration with the County’s detention mental health, forensic behavioral health, and psychiatric services departments.

Note: This purpose of this document is to describe the clinical approaches and services of the R&R Program. However, the R&R Program also includes Transition Specialists (5 FTE) and Resource Developers (6 FTE), who will work together and with clients to develop appropriate transition plans and to identify the resources (housing, food,

financial resources, healthcare) necessary to implement these plans. These transition planning and resource development resources will also be made available to men housed in MDF and MCDF.

b. Program Staffing

Based at the Rehabilitation and Reentry Services Center to be established at WCDF, and operating at an annual cost of \$1.87 million, the R&R Program will be staffed by a team of 26 FTE, including a full-time, licensed Director of Rehabilitative and Reentry Services; a Multi-Disciplinary Services Manager (LCSW); a Parenting Inside Out/Family Support Manager (LCSW); ten Behavioral Health and Parenting Inside Out Counselors; six Resource Developers; five Transition Specialists; a Data and Evaluation Manager; and an Administrative Assistant. The clinical staff will be cross-trained to facilitate all components of the program, including trauma identification and trauma containment, motivational strategies, and the core premises and practices of CBT. The Behavioral Health & Parenting Inside Out counselors will be provided with weekly supervision by licensed clinicians with substantial experience in clinical supervision and forensic program administration.

Multidisciplinary staff will attend weekly clinical team meetings to review progress and barriers toward achieving treatment goals, peer interactions, and engagement in the clinical program. During this review, the effectiveness of clinical strategies will be explored and treatment plans will be updated as needed; program fidelity will be reinforced; and intra-team operating issues will be addressed.

The Program will implement a course of start-up training to ensure efficient and consistent launch and implementation of all clinical activities. Clinical training topic areas will include Treatment Format, Preparation, and Process; How to Conduct Didactic Classes: Treatment Guidelines and Program Fidelity; and Managing Problem Situations and Treatment Emergencies. All clinical staff will be trained in the Program's clinical curricula and relevant evidenced-based practices in fields of case management, CBT, and substance use disorder (SUD) and mental health treatment, such as Motivational Interviewing and the client-centered Stages of Change treatment model.

In addition to staff training on all clinical curricula, the start-up training array will address universal issues, including Client Confidentiality and Privacy; Clinical Ethics and Boundaries; Cultural Competency & Gender Responsiveness; Clinical Documentation Procedures; Working with Criminal-Justice Involved Populations; and Adverse Childhood Experiences and Trauma-Informed Care.

2. Core Premises

a. Trauma-Informed Practices

Recognizing that history of trauma is disproportionately present in justice-involved populations, the R&R Program will establish a trauma-informed environment in all aspects and activities. Staff will be trained to maintain alertness and sensitivity to environmental triggers and to trauma-related behaviors, and will also be trained in core interventions to help clients manage such symptoms and triggers. Similarly, clients will be oriented to basic concepts of trauma-related awareness and self-care, including techniques of de-escalation and emotion regulation, and the program will utilize a "containment" model for addressing co-occurring trauma among clients.

The program's clinical staff will be able to identify, address, and immediately provide or coordinate care for safe stabilization of any client in crisis situations that may arise during treatment. All staff will be able to identify and assess indications of decompensation, including suicidal and homicidal ideation, intent, and plans that may emerge; licensed providers will be directly involved in the assessment and intervention process. Emergent risks will be identified and assessed; when appropriate, clients may be referred to crisis care in the Acute Services Unit or Special Services Unit.

b. Population-Specific Services

Gender-responsive approaches: Women have unique needs that require gender-specific programming to facilitate positive treatment outcomes, and justice-involved women have very high incidences of childhood and adult traumatic experiences and victimization. While abuse histories are not uncommon among women, the incidence of physical and sexual abuse among incarcerated women has been reported to be 47% in some studies (Modley, 2010) and even higher—up to 83% in a 2010 study conducted among incarcerated women in Illinois (Reichert, 2010). For many, the path to crime has involved running away from childhood abuse, the use of illegal drugs as a means of coping, and drug selling, prostitution, and other crimes as a way to survive on the streets. As adults, many have experienced intimate partner abuse, sexual assault, and the grief of losing custody of their children. Studies show that treatment of drug-dependent women is more likely to be successful if treatment is provided in a mutually supportive therapeutic environment and addresses the issues including psychopathology (e.g., depression), a woman's role as mother, interpersonal relationships, and the need for parenting education (Polinsky, Hser, Grella, 1998). Women's recovery outcomes and treatment retention improve by participating in gender-specific treatment programs (Chen, Burgdorf, Dowell, et al., 2004; Nelson-Zlupko et al., 1996). Women in non-gender-specific treatment environments often report negative experiences related to sexual harassment, feelings of being objectified, and being unable to express their experiences and feelings freely.



At the same time, many justice-involved men have also experienced sexual abuse and assault in their lives; for men, the stigma of being sexual victims, coupled with culturally-shaped expectations for normative masculine behavior, adds extra trauma, anxiety, and confusion to an already traumatic history.

Therefore, for both men and women, the R&R Program will identify and address relevant gender-specific issues, substantiated by appropriate treatment documentation.

Transition-Aged Youth: The largest single population in the Contra Costa County adult jail system is male youth, ages 18-25. Evidence demonstrates that young people involved in the juvenile justice or adult justice systems (both male and female) have disproportionately high rates of prior involvement in the child welfare system; high rates of sexual abuse; and high numbers of Adverse Childhood Experiences (ACE), which are highly correlated with the formation of criminogenic risk factors, including disengagement with school, substance-use disorders, and mental ill disorders such as depression, hyper-vigilance, and emotional lability and deregulation. In addition, further evidence shows that when young people with relatively short or modest criminal histories are co-housed with older adults with longer or more serious criminal histories, the younger people are subject both to high rates of victimization, coercion, and indoctrination into more serious behaviors. Furthermore, it is also well recognized that young people who “age out” of either the child welfare system or the juvenile justice system at age 18 demonstrate sharply worse outcomes than their counterparts. In response, in 2010 the State of California enacted Assembly Bill 12, the California Fostering Connections Act, which includes a number of improvements to the Kin-GAP program and extends foster care supports and services to foster and probation youth ages 18 to 21. By intentionally identifying TAY and young adult people incarcerated in the Contra Costa County jail system, we can build service plans that maximize the potential benefits of these additional financial, social, and educational supports.

Veterans: Given the large numbers of military veterans who experience incarceration, it is expected that the population served by the program will have high rates of PTSD, physical trauma such as traumatic brain injury (TBI), physical and mental disability, chronic physical health problems, and functional struggles consistent with high rates of homelessness. A trauma-informed approach is of particular importance, but in addition the program will develop specialized approaches specific to the needs of veterans, beginning with the use of specialized assessment instruments designed for use with veterans (such as the PCL-V). Service plans for veterans will include consideration of both the specialized needs and the specialized resources related to veterans.

3. Overarching Methodologies

Cognitive-Based Treatments: The R&R Program will provide client-centered, goal-oriented cognitive based treatments (CBT), such as Thinking for a Change (see below). The Program’s integration of cognitive, behavioral, and social learning theories will support clients in building and practicing skills they may never had (habilitation) or in freshening skills that may have been lost (rehabilitation).

Dialectical Behavioral Therapy: The Program will use the grounding and mindfulness elements of Dialectical Behavior Therapy (DBT), an adaptation of CBT developed for treatment-resistant clients who have particular challenges with post-traumatic emotional self-regulation. Developed by Marsha Linehan as a cornerstone approach for both men and women, DBT includes somatic approaches to understanding trauma, helping clients develop foundational skills in emotional regulation, stress tolerance, de-escalation, and the use of mindfulness to cope with trauma reactions. Through this work, clients become better able to cope with the stressors they encounter in both detention settings and community-based treatment milieu; become more capable of managing their own responses; and develop greater sensitivity about the ways in which their behaviors may trigger others.

Motivational Interviewing (MI) will serve as an overarching clinical approach. Designed to that help people with mental health and substance use disorder (SUD) make positive behavioral changes, MI upholds four principles — expressing empathy and avoiding arguing, developing discrepancy, rolling with resistance, and supporting self-efficacy (client’s belief s/he can successfully make a change). MI is a non-directive, client-centered, non-intrusive style of counseling with the goal of eliciting behavior change by helping individuals explore and resolve ambivalence. Although initially developed to support substance abuse counseling, MI has been used and evaluated across many other areas of behavioral health as well as in the treatment and prevention of chronic diseases. MI appears to be an easily adaptable approach that can be used with different populations and settings. MI is an evidence-based practice with resources such as manuals, tools, self-assessment and fidelity measures, and in-service training to help support its implementation within agencies. There is strong evidence suggesting the effects of MI are greater when coupled with another active intervention such as cognitive behavioral therapy (CBT).

4. Service Structures

Services will be provided primarily in group settings (didactic, process, or blended), supplemented by 1:1 case planning, transition planning, and discharge management.

Gendreau and Goggin (1994) define a set of interventions likeliest to improve treatment outcomes as follows: Treatment should be based on behavioral strategies; be provided for at least three to four months (100 hours) of direct service; target criminogenic/behavioral needs; provide optimal conditions for learning prosocial behaviors; and provide continuing assistance or aftercare once the formal treatment phase ends.

Therefore, each client's service plan will be customized to reflect these premises. A typical schedule for a motivated client might include two didactic groups each week, a process/caseload group every week, and an individual one-on-one meeting no less than monthly, supplemented by NA/AA groups held within the housing units, ideally for a period of at least three months, after which a new service plan would be created to establish goals and schedule, with increasing emphasis on skills application and developing preparatory plans to support discharge and aftercare.

The program milieu itself will be designed as an intentional opportunity for clients to practice the skills they're learning. Clients will be supported in cultivating attitudes and behaviors that are prosocial, supportive of others, accepting of difference, and forthcoming rather than secretive. Recognizing the complex challenges common to this population, the R&R Program will employ clinical engagement strategies to respond to and manage counter-productive behaviors.

All treatment plans will emphasize opportunities for skills acquisition, practice, and real-world application. Each client's course and duration of treatment will be determined by progress towards the client's identified treatment goals, and treatment plans will be modified over time, as additional needs and strengths emerge.

Biweekly team meetings will include the program staff and relevant partners who are also serving these clients. In addition, the program will conduct regular meetings, no less than monthly, to discuss program implementation, clinician adherence to treatment protocol/curriculum, barriers to be overcome for highest level of participation, and treatment attendance and compliance. This inclusive, Multi-Disciplinary Team (MDT) approach will ensure that clients receive holistic, integrated, efficient, and effective services customized to their individual needs.

5. Screening Protocols

For active program participants, Program staff will deploy a variety of evidence-based or evidence supported assessment tools, including assessments for criminogenic risks and needs. If assessments (including those conducted by Detention Mental Health during booking/intake) are available, the staff will attain and review such records. The array of screening tools available for use by the R&R Program include the following:

a. Mental Health

The Program will screen all clients for emerging symptoms of mental illness using the *Mental Health Screening Form III* (MHSF III). A positive screen, indicating need for further assessment, will trigger referral to a County psychiatric staff for further evaluation. The MHSF III is available in Spanish.

b. Substance Use Disorder

An Alcohol/Drug History Form can be completed at screening/intake or at the time of assessment. It includes information about age of first drug use, age of regular use, frequency in 30 days prior to treatment, usual route of administration, date last used, and average amount used at one time, along with the client's self-reported level of concern or problem with specific uses.

For clients who screen positive for SUD, *Addiction Severity Index* (ASI) will be used to assess substance use (both alcohol and drugs). This robust assessment is a cornerstone of our intake process. A research-derived problem assessment interview that measures the type and severity of difficulty across seven domains, ASI is the most widely used assessment tool in the addictions field.

c. Trauma

It is well documented that justice-involved populations demonstrate high rates of traumatic histories. Therefore, clients will be screened for trauma using the *Trauma History Screen* (THS), a brief, 13-item self-report measure that examines 11 events and one general event, including military trauma, sexual assault, and natural disasters. With its low reading level, use of common language, and simple responses, the THS can be administered to a wide population.

Those who are identified as positive for trauma exposure will also be screened for PTSD using the *PTSD Checklist* (PCL), which is available in versions for civilians (PCL-C) and veterans (PCL-V). The PCL is available in Spanish.



Individuals who screen with minor symptoms of a mental health issue or a few symptoms of PTSD but who do not meet the full criteria for PTSD will be targeted for *Seeking Safety* interventions designed to help trauma survivors improve resilience and address their symptoms.

d. Criminal Thinking

TCU *Criminal Thinking Scales* (TCU CTS) is a brief self-rating instrument developed to assess cognitive functioning expected to be related to criminal conduct. Findings demonstrate that these scales have good psychometric properties and can serve as a short but reliable self-reported criminal thinking assessment to help determine offender progress and effectiveness. Tools and forms are available in Spanish.

e. Interpersonal Skills Development

The R&R Program will use the TCU *Client Evaluation of Self & Treatment: Social Functioning Sub-Scale* (CEST-SOC Form), which includes nine questions that measure Social Support. Together, these nine questions can be used as proxies for assessment of effective interpersonal skills. This sub-scale can be used for monitoring client performance and psychosocial changes during treatment (as well as program-level functioning), and offers interim criteria for evaluating treatment interventions. Tools and forms are available in Spanish.

f. Anger Management

The R&R Program will use the TCU *Client Evaluation of Self & Treatment: Social Functioning Sub-Scale* (CEST-SOC Form), which includes eight questions that measure hostility. This sub-scale can be used for monitoring client performance and psychosocial changes during treatment (as well as program-level functioning), and offers interim criteria for evaluating treatment interventions. Tools and forms are available in Spanish.

g. Co-Occurring Disorders

It is well recognized that the justice-involved population demonstrates high rates of substance use history as well as dual (or multiple) diagnoses. Because unmanaged substance use or co-occurring disorders are recognized as significant criminogenic factors, the assessment process will include the TCU Drug Screen to identify channels for risks and needs related to co-occurring disorders.

All clients will be assessed for COD during the orientation phase; when indicated, appropriate approaches will be developed and incorporated into the client's treatment plan. All staff will be trained in recognizing and responding to the challenges commonly

found in serving people with COD, including training in techniques such as motivational interviewing and managing trauma triggers to help staff work effectively with clients in the context of their co-occurring conditions.

h. Literacy and Educational Levels

The Comprehensive Adult Student Assessment will assess level of academic skills, while the San Diego Quick Assessment of Reading Ability will assist staff in making referrals to educational services if literacy enhancement is necessary to prepare clients for increased functionality and self-sufficiency. The assessment is available in Spanish.

6. Curricula

To ensure ongoing fidelity to the models, the Program will use "*Adherence Checklists*" for some of the practices; and for those practices with no available checklists, the Director will assist program staff in the development of *Adherence Checklists*. These checklists will be utilized during supervisor observation of class facilitation to evaluate staff adherence to the model. Feedback will then be delivered to staff in supervision sessions in order to adjust facilitation skills and maintain EBT fidelity.

a. Trauma

The well-recognized *Seeking Safety* will serve as the curriculum for the trauma groups. Developed by Lisa Najavits, *Seeking Safety* is a present-focused treatment for clients with a history of trauma and substance abuse. Designed for flexible use, it is appropriate for group or individual format, male and female clients, and a variety of settings (e.g., outpatient, inpatient, residential). *Seeking Safety* addresses trauma in terms of its current impact, symptoms, and related problems (e.g., substance abuse) without requiring individuals to explore distressing memories. *Seeking Safety* is available in Spanish.

b. Criminal Thinking

Multiple CBT-based programs have been demonstrated as effective for justice-involved populations. While studies vary, most conclude that several of these CBT-based interventions are correlated with a variety of improved outcomes. Selecting one or the other, therefore, is a matter of informed consideration. Currently, Contra Costa County Probation is implementing *Thinking for a Change* with some of its clients, and it may be most effective to align the Program's curricula to complement those already in use.

For men: *Thinking for a Change (T4C)* is a widely used treatment developed by the National Institute of Corrections specifically for justice-involved populations. This curriculum consists of 22 group sessions and focuses on three cognitive perspectives:

Cognitive Restructuring, Social Skills Development, and Development of Problem-Solving Skills. T4C is available in Spanish (*Pensar en un Cambio*).

For women: *Moving On: A Program for At-Risk Women* provides women with alternatives to criminal activity by helping them identify and mobilize personal and community resources. *Moving On* draws on the evidence-based treatment models of relational theory and cognitive-behavioral therapy, can be administered to groups or individuals in forensic or community settings, and can be fully delivered in as little as nine or as many as 25 weeks (including supplemental sessions). Program content is organized around four main themes: Encouraging personal responsibility and enhancing motivation for change; Expanding connections and building healthy relationships; Skill enhancement, development, and maintenance through staff modeling, role play, feedback and homework assignments; Relaxation and stress management skills, demonstrated and practiced.

Moral Reconciliation Therapy (MRT) is a systematic treatment strategy that seeks to decrease recidivism among juvenile and adult criminal offenders by increasing moral reasoning. Its cognitive-behavioral approach combines elements from a variety of psychological traditions to progressively address ego, social, moral, and positive behavioral growth. MRT takes the form of group and individual counseling using structured group exercises and prescribed homework assignments. The MRT workbook is structured around 16 objectively defined steps (units) focusing on seven basic treatment issues: confrontation of beliefs, attitudes, and behaviors; assessment of current relationships; reinforcement of positive behavior and habits; positive identity formation; enhancement of self-concept; decrease in hedonism and development of frustration tolerance; and development of higher stages of moral reasoning.

MRT builds on some of the ideas promoted in cognitive behavior courses, such as changing residents' ways of thinking to be more pro-social, and it combines well with other life skills programming like anger management and job placement. One difference between MRT and traditional cognitive behavior programs is that MRT programs constantly work on raising the moral reasoning level of residents through exercises with groups of offenders — some of whom are at different stages in the program. MRT is conducted in open-ended groups that may meet once a month or up to five times per week. MRT does not require high reading skills or high mental functioning levels, as participants' homework includes making drawings or writing short answers. Participants meet in groups once or twice weekly and can complete all steps of the MRT program in a minimum of 3 to 6 months.

c. Anger Management

For Men: *Controlling Anger and Learning to Manage (CALM)* is an evidence-based cognitive-behavioral group training program developed by Orbis Partners and intended to reduce anger, violence, and emotional loss of control for adult men classified as high-risk. In its 24 sessions, CALM teaches skills to reduce the frequency, intensity, and duration of anger. This helps to lessen the likelihood of the occurrence of aggression and other strong negative emotions. CALM sessions are practical, highly structured, and designed for groups at risk for inappropriate or violent behavior and, in many cases, criminal recidivism. Clients are taught a wide variety of skills, including improved self-management and self-control skills, effective problem-solving, effective communication, identifying high-risk situations (within the context of a Relapse Prevention model) and examining and correcting cognitive distortions through prosocial skills training. The first step in the process of skill building is a facilitator-led discussion regarding the skill of interest. Following this overview, the facilitator models the skill for clients, who later practice these skills with role-play exercises. The facilitator then provides constructive feedback on the performance of the group members and the session content is reviewed. The final step in the skill development process involves homework exercises to practice the skill outside of the group context. The CALM curriculum consists of six sections: Introduction and motivational enhancement; Managing arousal; Thinking patterns; Assertiveness and communication; Other emotions; Relapse prevention.

For Women: *Beyond Anger and Violence*, created by Stephanie Covington, PhD, LCSW, is a manualized curriculum for women who are struggling with the issue of anger and who are in forensic or community settings. The first manualized intervention for women that focuses both on anger and on the trauma they may have experienced, it utilizes a variety of evidence-based therapeutic strategies (i.e., psycho-education, role playing, mindfulness activities, cognitive behavioral restructuring and grounding skills for trauma triggers). This 42-hour, 21-session intervention consists of a facilitator guide, client workbook and DVD. The facilitator's manual for the program is a step-by-step guide containing the theory, structure, and content needed for running groups.

d. Interpersonal Skills Development

Skillstreaming: A Guide for Teaching Prosocial Skills will be used to support interpersonal skills development. A manualized approach developed by Arnold P. Goldstein, *Skillstreaming* comprises one of the three elements of Aggression Replacement Training. Originally developed as an intervention prescriptively targeted to low-income adults deficient in social skills, *Skillstreaming* has increasingly been used with many populations, including older adults, child abusing parents, and other adult populations. In the absence of an adult-specific manual, the program will use the adolescent version of the training manual, because the skills taught are the same for adolescents and



adults. Further, as the curriculum uses clients' own examples to apply the skills to real-life situations in their lives, adult clients will provide adult situations to guide the learning through role-play. The *Skillstreaming* curriculum is comprised of 50 specific skills ranging from beginning social skills (listening, starting a conversation, or giving a compliment) to advanced social skills (such as asking for help, following instructions, apologizing, and convincing others). Included in the 50 skills are other skills to help clients deal with feelings, including knowing your feelings, understanding the feelings of others, and dealing with fear. Alternatives to aggression are also taught in the form of skills such as asking permission, negotiating, using self-control, and keeping out of fights. Skills for dealing with stress include responding to failure, dealing with an accusation, dealing with group pressure and dealing with embarrassment and planning skills such as setting a goal and making a decision are also included. Should a sufficient number of women be assessed as high-need for interpersonal skills development, the R&R Program may operate a gender-specific women's *Skillstreaming* group.

e. Parenting

Parenting Inside Out (PIO) is an evidence-based parenting skills training program developed for justice-involved parents. The Jail Module of PIO is appropriate for both incarcerated mothers and incarcerated fathers who are parenting from jail, offering 20 hours of skills-building via a 10-week, manualized curriculum. Parenting Inside Out has a proven impact on reducing recidivism and criminal behavior while improving family relationships and parenting skills; a randomized controlled trial of PIO demonstrated that PIO reduced recidivism (27% to 48% one year after release); improved parental participation in the lives of their children, increased the use of positive reinforcement, and reduced parental stress; reduced parental depression and raised their prison adjustment scores; and reduced reported substance use.

Parents enrolled in PIO will be eligible to participate in the WCDF Family Matters component of the R&R Program. The PIO staff will work with incarcerated parents to build stronger parenting skills; identify and effectively manage their own grief, trauma, and loss; develop effective communication skills in dealing both with their child and the child's active caregiver; set interpersonal goals for each visit with their child; tie their in-custody goals and behaviors to their hopes and motivations as parents; and build reentry plans that increase their capacities as parents. Incarcerated parents will be eligible for regular, facilitated, contact visit with their child(ren) in the new, child-friendly Family Visit Center to be built as part of the County's SB 863 proposal.

For justice-involved parents who are also involved in the child welfare system, the R&R Program will coordinate with the County's Children and Family Services Bureau to maximize parental opportunities to comply with court-ordered reunification plans by participating in Parenting Inside Out and the Family Matters program.

f. Substance Use Disorder/Co-Occurring Disorders

Using a holistic, strengths-based, client-focused model, the Program will provide evidence-based outpatient alcohol and other drug (AOD) services to clients with alcohol and other drug-related problems, included co-occurring disorders.

Stephanie Covington's *Helping Men Recover* is the first gender-responsive, trauma-informed treatment program for men. This curriculum addresses what is often missing in prevailing treatment modes: a clear understanding of the impact of male socialization on the recovery process, a consideration of the relational needs of men, and a focus on the issues of abuse and trauma. The program model is organized into four modules that emphasize the core areas of men's recovery: self, relationships, sexuality, and spirituality. The Facilitator's Guide for the 18-session program is a step-by-step manual containing the theory, structure, and content needed for running groups, while the participants' workbook allows men to process and record the therapeutic experience. Designed for implementation by a staff with a wide range of training and experience, the materials are designed to be user-friendly and self-instructive.

Dr. Covington's evidence-based *Helping Women Recover* will be the recovery education curriculum for women. Integrating theories of women's psychological development, trauma, and addiction to meet the needs of women with addictive disorders, the comprehensive, seventeen-session curriculum contains four modules that address the areas that women in treatment identify as triggers for relapse: self, relationships, sexuality and spirituality. They include the issues of self-esteem, sexism, family of origin, relationships, domestic violence, and trauma. As with the men's curriculum, the user-friendly and self-instructive materials include a step-by-step facilitator's guide and a participant's journal, entitled *A Woman's Journal*, filled with self-tests, checklists, and exercises to enable each participant to create a personalized guide to recovery.

g. Lifeskills

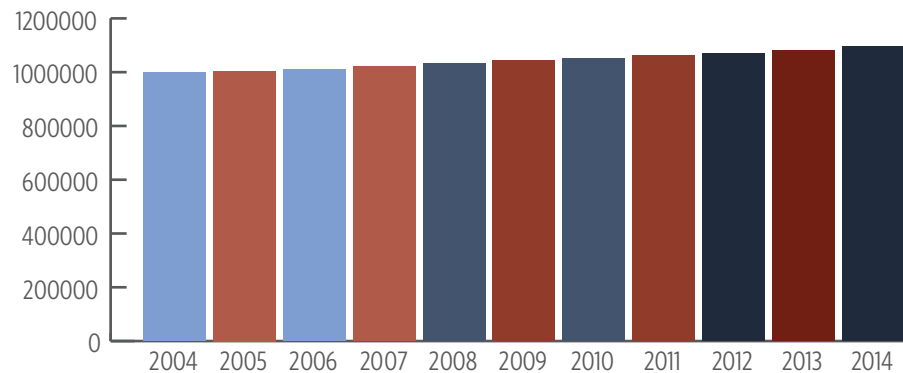
Lifeskills are an essential component of successful self-sufficiency; for many justice-involved people, especially those with SUD or co-occurring disorders, the development of basic life skills has been delayed or limited. The Program will ensure that clients' case plans include goals and activities related to money management (e.g. banking, budgeting, and matched-savings programs); healthy relationships; nutrition (e.g. cooking, exercise, and health); stress and emotional self-regulation; positive communication; and problem-solving.

Introduction

Contra Costa County enjoys one of the lowest incarceration rates in the State of California and compares very favorably to the national incarceration rate. Over the years the County has implemented a number of programs to divert presentenced arrestees from incarceration and have utilized alternatives to incarceration to control their overall detention population.

The following is a look at key data regarding the functioning of the County detention system, a description of programs in place to manage the population numbers, and finally a forecast of future bed and facility need.

Figure 26: Contra Costa County Historical Population



County Population

Contra Costa County is the ninth largest county in California and according to the State of California, Department of Finance, the 2014 population is 1,096,637. Over the last ten years, the County has experienced steady growth of a little less than 1% per year as translating in the addition of 100,000 people to the County.

Table 18: Contra Costa County Historical Population

YEAR	TOTAL	# CHANGE	% CHANGE
2004	998,201		
2005	1,004,230	6,029	0.6%
2006	1,010,104	5,874	0.6%
2007	1,021,251	11,147	1.1%
2008	1,033,292	12,041	1.2%
2009	1,043,501	10,209	1.0%
2010	1,052,199	8,698	0.8%
2011	1,061,197	8,998	0.9%
2012	1,069,158	7,961	0.8%
2013	1,081,948	12,790	1.2%
2014	1,096,637	14,689	1.4%
2010-2014 Total:		98,436	9.5%
Annual Growth Rate:		9,844	0.95%

Source: State of California, Department of Finance, California County Population Estimates and Components of Change by Year, July 1, 2010-2014. Sacramento, California, December 2014.
 State of California, Department of Finance, California County Population Estimates and Components of Change by Year, July 1, 2000-2010. Sacramento, California, December 2011.



The Department of Finance is forecasting more aggressive growth the next 20 years with an annual population increase of 2%. The forecast predicts that the population of Contra Costa County in 2035 will be 1,341,741, an increase of 19.5% compared to 2014.

Figure 27: Contra Costa County Projected Population

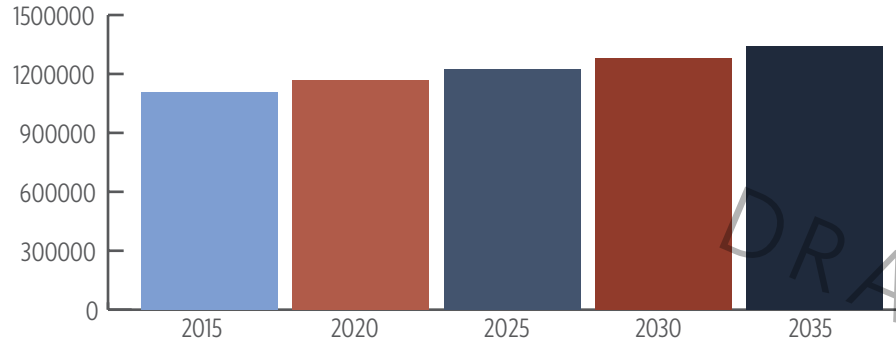


Table 19: Contra Costa County Projected Population

YEAR	TOTAL	# CHANGE	% CHANGE
2015	1,108,963		
2020	1,166,670	57,707	5.2%
2025	1,224,372	57,702	4.9%
2030	1,281,561	57,189	4.7%
2035	1,341,741	60,180	4.7%
2010-2014 Total:		232,778	19.5%
Annual Growth Rate:		23,278	1.95%

Source: Demographics Research Unit, California Department of Finance, December 2014

Criminal Offenses

The following information regarding historical arrest data provides context and explains the setting for the detention system. It also begins to show trends number, types, and severity of crimes being committed. The following data is from the California Office of the Attorney General. It publishes criminal offense statistics for each county and the crime statistics include felonies and misdemeanors.

Felonies

Felony Crimes are the most serious crimes committed by individuals and they have the greatest impact on the detention system in terms of population numbers, length of stay, and security concerns. The felonies are classified as follows:

- Violent crimes including homicide, forcible rape, robbery, and aggravated assault
- Property crimes including burglary, motor vehicle theft, larceny theft
- Drug crimes
- Sex crimes
- Other crimes

Over the last 10 years Costa Contra County reported a decrease in reported felony crimes from 2005 to 2011. This is similar to rest of the rest of the State of California and the US. Since 2011 however felony crimes have been on the upswing and have grown 12%. Most of the growth is attributable to an increase in felony drug offenses that have increase 30% and 17% increase in "other" felony crimes.

Table 20: Felony Crimes

FELONY CRIMES	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
FELONY	12,667	12,763	12,400	12,034	11,661	11,693	10,832	11,185	11,583	12,146
Violent Offenses	2,498	2,885	2,770	2,763	2,976	2,692	2,514	2,445	2,356	2,411
Property Offenses	4,162	3,980	4,018	3,704	3,532	3,597	3,141	3,304	3,280	3,315
Drug Offenses	3,485	3,324	2,795	2,831	2,895	3,288	3,042	3,283	3,599	3,951
Sex Offenses	180	225	177	162	189	193	175	212	207	168
Other Offenses	2,342	2,349	2,640	2,574	2,069	1,923	1,960	1,941	2,141	2,301

Figure 28: Felony Criminal Offenses

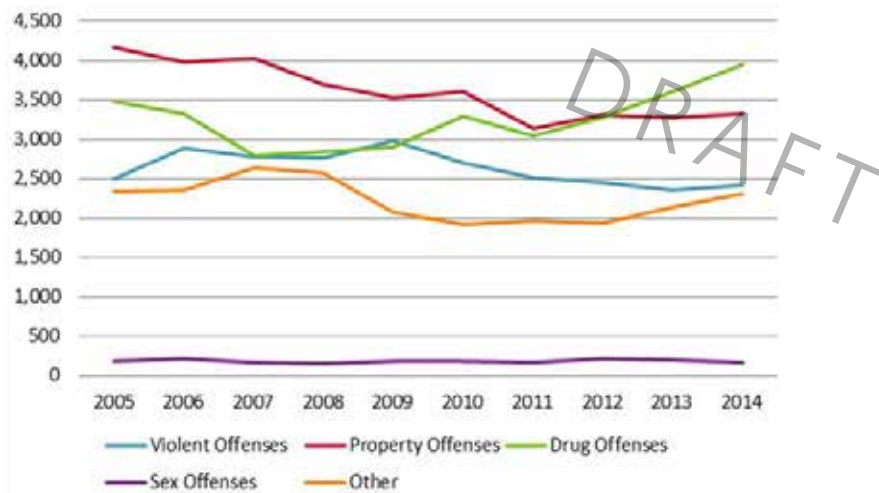
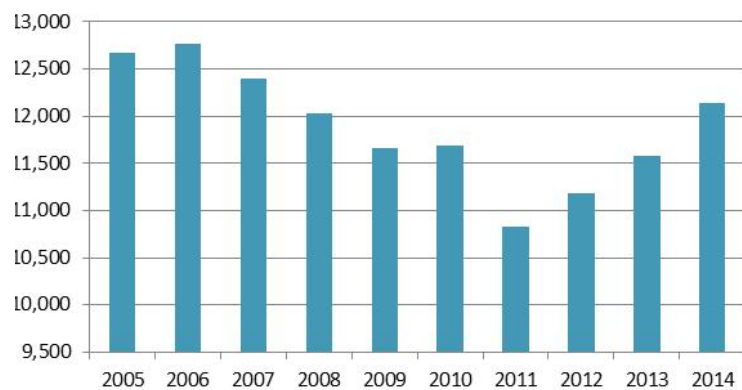


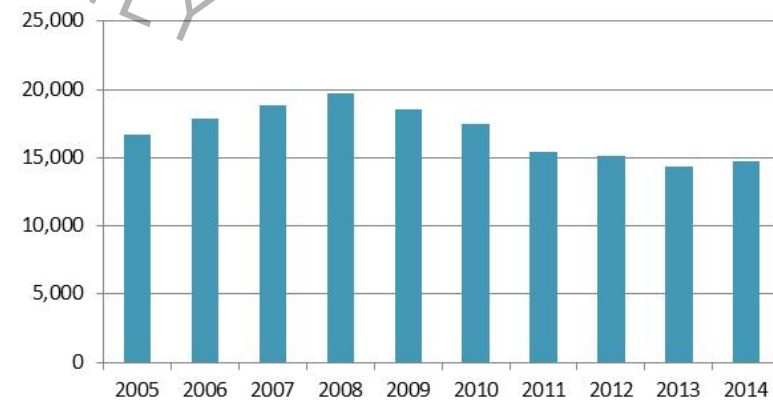
Figure 29: Total Felony Offenses



Misdemeanors

Misdemeanors are minor offenses that impact the detention system at a far lesser degree than felonies although there are a few offenses such as weapons charges that can result in jail time. Misdemeanor offenses have averaged 16,880 per year over the last decade and have ranged from a high in 2008 at 19,712 and a low of 14,338 in 2013.

Figure 30: Total Misdemeanor Offenses



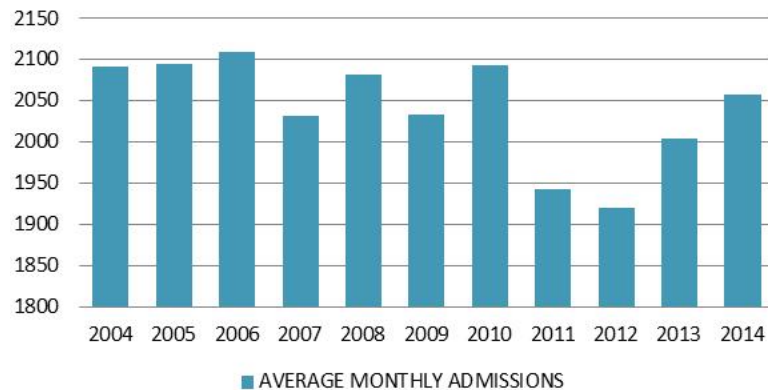
Source: Contra Costa Sheriff Office

Admissions

Admissions refer to all persons booked into the detention system. This would include new arrestees, in-court remands to custody (convictions and contempt of court), ICE detainees, AB109 detainees, probation and parole violators, and targeted felony warrant arrests. Admissions do impact the ADP but it is not a proportional relationship because the majority of the new persons booked are released directly from the booking area. Moreover, a County with pre- and post-sentenced alternatives to incarceration such as Contra Costa County can provide alternative sanctions other than jail.

Over the past 10 years, Contra Costa County booked approximately 25,000 individuals a year about 2,050 people monthly. The number of admissions were fairly consistent but dropped about in 2011 and 2012 to 23,315 and 23,037 respectively. By 2014, admissions were back near 25,000 annually.

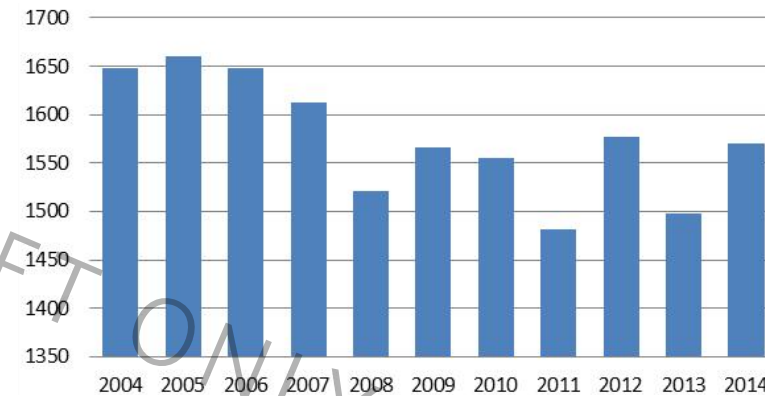
Figure 31: Average Monthly Admissions



Average Daily Population

From 2005 to 2007, the Contra Costa County detention system's average daily population was approximately 1,650. In 2008 it dropped by about 100 and it has continued to at this lower level since. From 2008 to 2014, the average daily population of the detention system has been approximately 1,550 people.

Figure 32: Average Daily Population

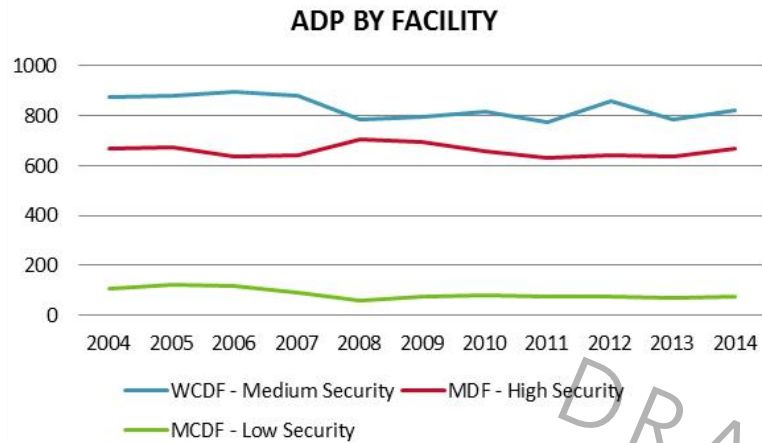


Source: Contra Costa Sheriff Office

Among the 3 detention facilities most of the population is held at WCDF. Over the years, the medium security WCDF has held 51-55% of the County's detention population and the maximum security MDF has held 39-45%. The MCDF holds just a small number of low security residents, generally 4-7% of the detention population.

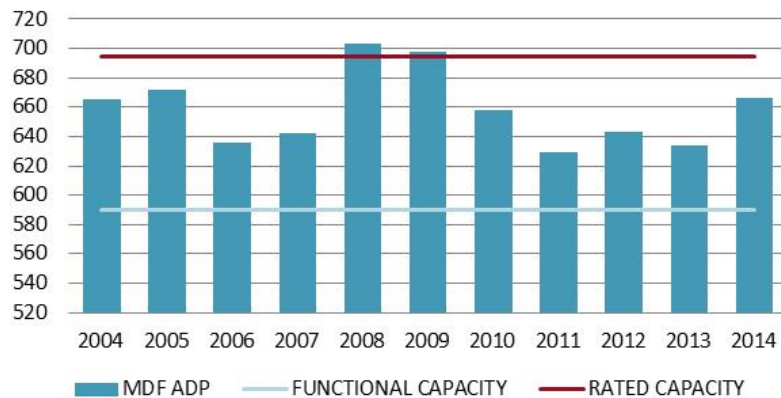


Figure 33: ADP by Facility



The ADP of the MDF is extremely troubling. This facility holds the most violent people in the detention system and it is chronically above functional capacity and sometimes above the facility's rated capacity. Functional capacity refers to approximately 85% of rated capacity. When the population crosses this 85% threshold, facilities have difficulty separating residents per their classification and security level. As a result, the safety and security of residents and staff alike are compromised.

Figure 34: MDF ADP Versus Capacity



Source: Contra Costa Sheriff Office

ADP of AB109 Commitments and Holds

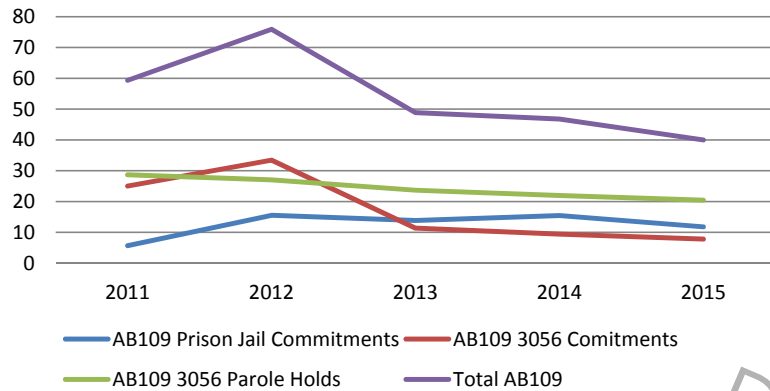
The AB109 program was implemented in the California in October, 2011 in response to the US Supreme Court mandating a reduction in the California's state prison population. Under AB109, the responsibility of a portion of the state prison population is transferred to local counties. AB109 is commonly referred to as "realignment."

AB109 requires the following (1) parole violators to serve their violations in local custody; and (2) non-serious / non-violent / non-sex offenders to serve their sentence under local jurisdiction. The latter ones are referred to as AB109 Jail/Prison Commitments. A second component of the realignment deals with those residents who are sent to Post Release Community Supervision (including County Probation). Probation violators are now being sent to the local adult detention to serve time for their violation. They are estimated to serve approximately 30 days in jail. Finally, a small percentage of those residents on probation who may need a "wake-up call" at the discretion of the probation officer may be sent to custody for up to 10 days. These are called "flash incarcerations" and fall under the 3056 California Penal Code.

Much like the rest of the state's prison population, the recidivism rates of the AB 109 population are higher, and, as a result, Contra Costa County will have to address that with emphasis on in-custody programming and reentry programs.

AB109 has had a significant impact on many counties throughout California, but the impact to Contra Costa County has been small. In 2014, an average of 47 AB109 people were in the system and that is down from a high of 76 in 2012. The reason for this is that before AB109, the Contra Costa County justice system already had a culture of keeping people local instead of shipping them to state prison. The prison system had very few AB109 qualifying people to divest. It is anticipated the AB109 people will continue to be a small percentage of the population.

Figure 35: AB109 Commitments and Holds



Source: Contra Costa Sheriff Office

Custody Alternative Facility

The Custody Alternative Facility is a bit of a misnomer because it is not a detention facility. It is a program of alternative sanctions and supervision available to individuals in lieu of incarceration. There are 3 program options available:

Work Alternative Program - People provide labor in exchange for sentenced days incarcerated.

Home Detention Program - People wear electronic home detention ankle bracelets and Contra Costa County Office of the Sheriff staff monitors their whereabouts. This permits people to be a productive member of society by maintaining employment and family responsibilities while serving their sentence.

County Parole - People are granted parole specifications in lieu of incarceration.

If a person violates the conditions or regulations of the programs, rejection or a return to incarceration may result.

Participation in the program has been exceptional and the BSCC commented about the program in its most recent inspection stating “we want to acknowledge the Custody Alternative Facility, a program to deliver services to released persons who would otherwise be taking up jail bed space.” In 2014, there was an average of 319 persons in the program.

Figure 36: Custody Alternative Facility - Average Daily Census

MONTH	2012	2013	2014	2015
January	465	349	339	301
February	460	366	344	360
March	438	424	364	364
April	443	446	376	
May	434	406	389	
June	412	391	379	
July	425	398	330	
August	417	345	294	
September	383	288	267	
October	368	337	217	
November	368	337	263	
December	375	337	260	
Monthly Average	416	369	319	342

Incarceration Rate

Incarceration rate (IR) is the ratio of the jail’s ADP to the total population. The IR is expressed in terms of persons held in jail per 100,000 census population. Differences in incarceration offer a comparison among other counties, the state incarceration rate, and national incarceration rate. **Table X** shows the historic incarceration rates for Contra Costa County over the past 10 years. The ADP’s shown are total yearly averages of persons held in the County’s 3 detention facilities, including ICE detainees. Over the last 10 years the County has an average IR of 151. The IR fell significantly in 2008 where it fell 11% compared to 2005. From 2008 on, the IR has ranged from 138.5 to 150 or an average of 145.

The Contra Costa County IR is significantly less than that of the State of California and the US. For example, the State of California’s incarceration rate in 2014 stood at 214/100,000 population or 50% higher than the County’s. Moreover, the US incarceration rate was 231/100,000 in 2014 or 62% higher than Contra Costa.

Table 21: Historic Incarceration Rate - Detainees per 100,000 Population

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	AVERAGE
County Population	998,201	1,004,230	1,010,104	1,021,251	1,033,292	1,043,501	1,052,199	1,061,197	1,069,158	1,081,948	1,096,637	
Average Daily Population	1647	1660	1648	1612	1521	1566	1555	1481	1577	1498	1570	1576
Incarceration Rate (per 100,000 pop.)	165.0	165.3	163.2	157.9	147.2	150.0	147.8	139.5	147.5	138.5	143.1	137.8

Table 22: 2014 Incarceration Rate Comparison

JURISDICTION	INCARCERATION RATE PER 100,000
US	231
State of California	214
Contra Costa County	143

Source: Contra Costa Sheriff Office



Projections

Overall Contra Costa County has been very effective in keeping its incarceration rate low through diversion and alternatives to incarceration. The crime rate has been steady over the past 10 years as has admissions to the detention system. Over that same time period, the population growth of the County was steady but slow.

It is anticipated that the County will continue to have success in keeping its incarceration rate low however, the rate of population growth over the next 20 years is expected to double compared to the previous 10 years. For that reason, the need for capacity will increase to keep up with population growth.

By 2019-2020 it is projected that the County's detention system will require a total of 1,945 beds. By 2035, 20 years from now, the bed needs for the County will be 2,237 or an additional 258 beds over the system's current capacity.

Table 23: Projected ADP Based on Incarceration Rate and Projected Population

	2015	2020	2025	2030	2035	2040	2045
Projected County Population	1,108,963	1,166,670	1,224,372	1,281,561	1,341,741	1,398,796	1,456,840
Avg Incarceration Rate (2008-2014)	145	145	145	145	145	145	145
PROJECTED ADP	1608	1692	1775	1858	1946	2028	2112
Capacity Need*	1849	1945	2042	2137	2237	2332	2429

*Capacity need accounts for peaking and classification/separation needs

Source: Contra Costa Sheriff Office

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The Adequacy of Staffing Levels

Overview

The Board of State and Community Corrections performed a biennial inspection of the Contra Costa detention facilities in 2014 for compliance with Minimum Standards for Local Detention Facilities as outlined in Titles 15 and 24, California Code of Regulations. Per Title 15, Section 1027 – Number of Personnel, the BSCC observed that there are sufficient personnel on duty at all times (whenever there is an resident in custody) to ensure the implementation and operation of all programs and activities required by these regulations.

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The Ability to Provide Visual Supervision

A number of factors influence the ability of jail staff to properly supervise activities in the County's jail facilities. Primary among those factors is the physical design of the facilities. Additionally, adequate staffing, classification, and medical and mental health issues affect how custody staff supervise residents. Being unable to provide adequate visual supervision can have serious consequences for staff and resident safety as well as for the protection of the public at large.

An operational analysis of the Contra Costa jail system revealed a number of very serious issues that inhibit staff's ability to provide good visual supervision.

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Martinez Detention Facility

The MDF serves as the central resident reception and release area for the County's jail system. The angular design of the resident reception area makes visual supervision of the open seating, and other areas, very difficult. Structural concrete pillars are located throughout significantly hindering the ability of custody staff to visually supervise arrestees waiting for processing. Additionally, there is scant dedicated room to store equipment or required appliances which further exacerbates the visual sight line problem.

The recently remodels within the intake area improved safety for staff assigned there. Work included expanding the deputy work area and moving the nurse's stations behind the intake counter, where they were previously out in the open, thereby addressing safety and HIPPA issues. The remodel also upgraded the security cameras, which now record video.

In the MDF housing areas it is exceedingly difficult to provide adequate visual supervision due to the preponderance of structural concrete pillars and the angular design of the units. Both of these issues impede visual sight lines. These design problems allow residents to engage in mischief or violence outside the view of custody staff stationed in the housing module.

Additionally, normal routine tasks on each shift distract custody staff from the visual supervision of residents. The only way to mitigate this design problem is to add staff in each housing unit on every shift. Staff have adjusted to the new resident profile and double bunking of the units by limiting the number of residents in the dayroom spaces and limiting the amount of time they are allowed to roam about the dayroom. The poor visual supervision, attendant with the design of the facility, alters the way staff interacts with residents, inasmuch as staff is, and has to be, more sensitive to officer safety concerns.

The long hallway leading to cells in the high security area of the MDF illustrates a further design problem that inhibits good visual supervision. This area holds the most violent people and others in need of extra supervision and protection via, in large part, good lines of sight, which like in other units are severely impeded.



Figure 37: The typical housing unit is irregularly planned and has large structural concrete columns throughout making supervision from one point impossible.



Figure 38: The officers station in a typical housing unit has countless blind spots and no view at all to much of the mezzanine level.



Figure 39: Conditions in the recently remodeled Reception & Release area are still crowded and present line-of-sight challenges throughout.



Figure 41: The view to the open seating area from the officers station in Reception & Release is partially obscured by a large structural column.



Figure 40: The control room at the indirect supervision Maximum Security "separation" pod with 3 units has extremely limited lines of sight.



Figure 42: The complex angular layout of Reception & Release makes it impossible to supervise from one location.

West County Detention Facility

The issues with visual supervision at the WCDF, while similar to those at MDF, are less critical due to the lower security level of the residents housed there and the lack of overcrowding that plagues the MDF.

The WCDF has a large resident reception and staging area. While the sight lines and space is better for visual supervision here than in MDF, the personnel and operating costs associated with the optimal use of this area are currently prohibitive.

Like the MDF's, the WCDF's design includes resident dress out areas that provide for resident privacy. The level of privacy provided is antithetical to good jail management. As a general rule, custody staff should never be in a position where they cannot visually supervise the resident population all the time.

The housing units at WCDF offer slightly improved visual sightlines over those at MDF due to more open floor plans. However, as with MDF, WCDF is also plagued by a design that includes large diameter exposed concrete pillars throughout the units prohibiting adequate visual supervision. This difficulty is exacerbated by the irregular and angular design of the housing areas.

The double perimeter fence at WCDF provides for good visual observation and security of the perimeter of the facility complex. Rather than rely on a stationary security station, the facility uses a roving patrol vehicle to provide visual supervision of the exterior of the WCDF.



Figure 43: The Reception & Transfer area at WCDF is modern, open and offers an acceptable degree of line of sight throughout.



Figure 44: Housing units have some of the sight line issues endemic at MDF but are less of an issue in the medium security environment.



Figure 45: Detainee movement within the medium security open campus is controlled and monitored throughout both by staff and control fences and cordoned program clusters.



Figure 47: While not optimal due to unit layout and badly situated structural columns, the staff station at a typical housing unit offers better line-of-sight than at MDF.



Figure 46: The open detainee waiting area at Reception & Transfer is clearly visible from the staff station.



Figure 48: The "bubble" women's sub-unit at the co-ed housing unit is problematic in terms of sight lines and visual interaction between male and female residents.



Figure 49: While more open than units at MDF, the housing units still have many blind spots, especially at the mezzanine levels.

Marsh Creek Detention Facility

The MCDF was designed, and continues to serve, as a minimum security facility. While it is old, it is in reasonably good repair and is appropriate for the classification of people housed in it. The issue of sight lines is not generally a concern as the resident population does not require the constant direct visual supervision required by the higher security facilities in the County. The campus itself is based upon an “honor farm” model and is thus composed of a variety of small buildings scattered, campus style, over a fairly large security fence-enclosed compound. Residents generally have free movement within the secured grounds, with signage denoting those areas considered to be “off-limits.” According to facility staff, the layout and composition of the campus do not pose a threat to its safe operation.

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Figure 50: MCDF is an open “honor farm” type campus offering free-walk to a variety of buildings throughout the campus within a medium security perimeter.



Figure 52: The dormitories are bright and open, but not designed for full visual supervision. They are appropriate for this level of custody.



Figure 51: The dining hall is also used for non-contact visitation to keep necessary staffing at a minimum.



Figure 53: Open recreation yards and other program spaces are located throughout the campus. There is no single point within the campus from which staff can monitor resident movements.



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The Adequacy of Record Keeping

Overview

The Custody Services Bureau (CSB) of the Contra Costa County Office of the Sheriff maintains records on individuals entering into the County detention system. The CSB shares information with authorized criminal justice agencies and also provides monthly counts regarding the detention system population (see [appendix X](#) for a sample form) to the Board of State and Community Corrections.

The County currently collects and stores information in its Jail Management Software System (JMS). Information collected from individuals at the time of booking/admission includes:

- Name
- Date of birth
- Address
- Gender
- Race
- Arresting Agency
- US citizen or non-US citizen
- Charge

Medical records on residents are kept by Contra Costa Health Services Department (HSD), which provides direct medical and psychiatric to patients. Consistent with HIPAA regulations, HSD does not share incarcerated people's protected health information with the Contra Costa County Office of the Sheriff. HSD does provide anonymized, aggregate data (such as is included in this JNA) to the Contra Costa County Office of the Sheriff.

Observations

The County's Jail Management System is both outdated and of limited capacity and utility. Built on an obsolete technological platform, it serves primarily as a mechanism to establish and manage residents' security classifications (such as high security, medium, administrative segregation, protective custody). It is not capable of aggregating information from multiple sources, nor does it provide the ability to track an individual's needs for or participation in programs and services. Therefore, the JMS is unable to provide reliable or comprehensive information, efficiently produce reports, or correlate data to support analysis. For example, nearly all of the data gathered for this JNA required manual aggregation and analysis, an extremely time consuming process. In its current state, the JMS provides very little benefit to the Contra Costa County Office of the Sheriff and the complex systems that intersect in the County's detention system.

Recommendations

Data-informed decision-making is a hallmark of efficient complex systems, including detention systems. It is therefore recommended that the Contra Costa County Office of the Sheriff install a robust, integrated, and HIPAA-compliant JMS that would provide real-time data collection, output, and analysis. This would allow the County and the Contra Costa County Office of the Sheriff to compile integrated and comprehensive information benefiting all relevant agencies, detention staff, and incarcerated people in multiple realms by streamlining housing and classification policies and protocols, mitigating operational barriers that affect access to appropriate behavioral and medical care, providing readier identification of eligibility for programs (CAF, pretrial services, etc.) that can reduce incarceration rates, and facilitating efficient service integration, delivery, and evaluation.



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A History of the Systems Compliance with Standards

Board of State and Community Corrections (BSCC) Biennial Inspection

The Board of State and Community Corrections (BSCC) conducted the 2012-2014 biennial inspection of the three Contra Costa County detention facilities on May 19-22, 2014. The BSCC inspected the facilities for compliance with the Minimum Standards for Local Detention Facilities as outlined in Titles 15 and 24, California Code of Regulations. The inspection consisted of a review of applicable written policies and procedures governing the operation of the facilities, a site visit to each jail, and review of documentation to verify practices following written procedures.

The inspection noted two issues of non-compliance, both of which relate to the MDF booking area:

- Intake holding cells frequently at or exceeding their rated capacities (non-compliance of Title 24, Section 2.2, Holding Cells)
- The use of sobering cells as holding cells (non-compliance of Title 15, Section 1056, Sobering Cells)

In general, the inspection report opined that the number of holding cells (8) at the MDF booking area is insufficient during times of high activity, resulting in overcrowding in the holding cells, in violation of Title 24, Section 2.2, Holding Cells. It further found that, in response to the holding cells, staff sometimes used sobering cells as general holding cells, in violation with Title 24, Section 1056, Use of the Sobering Cell. The Contra Costa County Office of the Sheriff addressed these issues through a policy change directing staff not

to use sobering cells except for their intended purpose. Moreover, on occasions when the booking area becomes too crowded, the Contra Costa County Office of the Sheriff increases the number of transportation runs to move people from MDF to WCDF.

The inspection report recommended that the County consider expanding booking capacity at the WCDF in lieu of expanding the booking area at the MDF.

MDF

The report notes that the facility was originally constructed in 1980 under the 1976 Title 24 Regulations and portions of the jail have been remodeled, double bunked, or rated under less restrictive 1988 and 1994 standards. Current rated capacity is 695.

WCDF

The WCDF was constructed in 1991 under the 1988 Title 24 Regulations. The jail has been remodeled and some cells are now under the 1988 and 1994 regulations. Most cells have been double bunked under the less restrictive 2001 Regulations and the total rated capacity is now 1,096. No issues of non-compliance were found.

MCDF

The MCDF was originally constructed in 1937 and has been remodeled several times. It currently has a rated capacity of 188. No issues of non-compliance were found.



Contra Costa County Grand Jury Inspection Report - 2014

The Contra Costa County Grand Jury is required by California Penal Code 919(b) to conduct inspections of the detention facilities in Contra Costa County. The latest Grand Jury report was issued on May 29, 2014.

The Grand Jury noted that the MDF design does not include classrooms and counseling areas, as a result of which its residents have little access to rehabilitative programs. The report notes that without access to an array of rehabilitative programs, such as is available at the other facilities, persons “may be less likely to re-enter society successfully.” Moreover, the report reported that “The West County and Marsh Creek facilities have adequate resources to support the rehabilitative model but the Martinez facility does not.”

Local Inspections

In addition to the biennial inspection by the BSCC, annual inspections are required by the County Health Officer and the Fire Marshal pursuant to Health and Safety Code sections 101045 and 13146.1 respectively.

Fire Inspection

The local fire marshals with jurisdiction inspected the detention facilities on the dates listed below, issuing fire clearances for each.

- MDF: 3/6/2014
- WCDF: 6/19/2013
- MCDF: 6/12/2013

Health Inspections

The Contra Costa County Health Department conduct regular health inspections, reviewing the medical, nutritional, and environmental health policies and procedures and inspecting practices. All concerns noted in the inspections were then corrected. The following table notes the dates of inspection or the date of the completion of corrections.

Table 24: Dates of inspection or the date of the completion of corrections.

	MEDICAL/MENTAL HEALTH	ENVIRONMENTAL HEALTH	NUTRITIONAL HEALTH
MDF	2/18/2014	4/22/2014	4/22/2014
WCDF	2/18/2014	4/10/2012	4/22/2014
MCDF	11/18/2013	4/11/2014	4/22/2014

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Any Unresolved Issues

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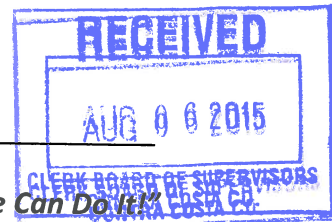
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DRAFT ONLY

DRAFT ONLY

CITY OF RICHMOND, CALIFORNIA



Office of the Mayor

Tom Butt
Mayor

"We Can Do It!"
Office: 510.620.6503



August 3, 2015

Contra Costa County
Clerk of the Board
651 Pine Street
Martinez, CA 94553

Re: Contra Costa County Sheriff's Office's West County Detention Facility Jail Expansion Proposal

Honorable Members of the Contra Costa County Board of Supervisors:

We are writing to update you of a recent critical decision made by the City Council of the City of Richmond after thoughtfully reviewing the jail expansion plan proposed by the Contra Costa County Sheriff's Office for the West County Detention Facility (WCDF), which is located in the City of Richmond.

On Tuesday, July 28, 2015, the Richmond City Council, by a 5 to 2 decision, voted to oppose the County's plan to build a 480 bed wing at WCDF.

First, we want to express the City of Richmond's unwavering support of comprehensive, relevant, and engaging pre-release and post-release programs for currently and formerly incarcerated men and women who want to better their lives through real and transformative services.

We are also supportive of our law enforcement agencies, including our police department and the Office of the Sheriff that are critical in maintaining and protecting the safety and welfare of the communities we collectively serve.

As the Mayor, Vice Mayor, City Manager, and Police Chief, we want to take this opportunity to explain the reason for our opposition to the proposal and urge your support of our decision.

We believe County's jail expansion plan is incomplete and pre-mature, which we will be further addressing in this correspondence. More importantly, we believe that this is a local decision that should be respected because the expansion is not aligned with the future plans for the neighborhood and positive community development for our city.

Home of Rosie the Riveter WWII Home Front National Historical Park

Background:

The County Sheriff's Office currently operates three jail campuses. These campuses are:

Martinez Detention Facility

Average Daily Population = 650

Total Rated Capacity = 695

West County Detention Facility

Average Daily Population = 605

Total Rated Capacity = 1096

Marsh Creek Detention Facility

Average Daily Population = 70

Total Rated Capacity = 188

Sheriff David Livingston and Contra Costa County intend to submit a \$90M construction proposal to the Board of State of Community Corrections (BSCC) to access one-time construction funds through SB 863.

SB 863 provides funding to counties for adult local criminal justice facility projects that include facility replacements (*rather than facility expansions*), inmate programming space, and/or space dedicated to providing inmate health and mental health care services. It also requires qualifying counties to fund 10% of costs associated with adult local criminal justice facility projects.

For clarification, while we have received different updates and amended proposals from the Sheriff's Office for the wing to be expanded that have varied in the total number of inmate beds from 480, to 418, and most recently to 416, the only written and official recorded document from Contra Costa County is the DEIR, which describes the jail expansion as having 480 inmate beds. For the purposes of this correspondence, we will refer to the proposal as containing 480 beds, since that is our only verifiable number.

The City of Richmond was notified in early May 2015 of Contra Costa County's intent to construct a new wing at the West County Detention Facility through the circulation of the Draft Environmental Impact Report (DEIR), which indicated that the County would: 1) build a 480 bed facility, 2) permanently lower the Martinez Detention Facility to nearly 300 inmates by transferring 400 individuals to Richmond, and 3) repurpose the vacated cells as temporary/short-term housing.

Upon receiving the DEIR, we immediately invited Sheriff Livingston and his representatives to present their proposal before the Richmond City Council. That presentation was scheduled for May 26, 2015.

After receiving the presentation, the Council decided it needed additional information before making an informed decision as to whether to support the Sheriff's SB 863 application, with the understanding that the final decision about applying for the grant would be made by the Contra Costa County Board of Supervisors. The Council then invited Sheriff Livingston to return on July 28, 2015 with the following requests:

- As the host city, the City of Richmond should be engaged as a partner in the planning and development of the new wing.
- The City of Richmond would be provided with a detailed project site plan, budget outline, and specifics of how the additional costs to operate and maintain the new wing and added programs would be sustained.
- A commitment should be made to provide additional resources and funding for post-release services for our community, because the addition would make the West County Detention Facility the largest jail in the County, housing nearly three quarters of the 1,500 inmate population in the County.
- A feasibility study should be conducted by a neutral third party that would look at the overall conditions of the three existing jail sites, since this is the third time the Sheriff's Office has attempted to expand the West County Detention Facility.
- The Sheriff's Office should consider opening a Booking Center at the West County Detention Facility if WCDF is expanded.

On July 28, 2015, the Sheriff's Office presented its updated proposal and response to our requests. Given the priority surrounding the item and community interest, we were surprised that Sheriff Livingston was not present at the meeting and instead sent representatives from his office.

- Regarding our request to be an engaged partner:
 - The Sheriff's Office claimed Richmond had been involved in the planning process through meetings that involved the Reentry Services Group (RSG). To be clear, the City of Richmond was invited to just one meeting on Tuesday, June 16, 2015. It is our understanding that the development of the program may have been done through a series of closed, small group meetings that involved a small group of interested parties, but representatives from The City of Richmond were excluded from attending these meetings.
- Regarding our request for additional project site and budget information:
 - The Sheriff's Office announced that as part of the \$90M jail expansion it would be creating an Office of Reentry Services that would include an Executive Director, data and evaluation, and additional staff support. The Sheriff's Office also indicated this would require additional staffing, including more Deputy Sheriffs, Sheriff aides, mental health staff, and educational staff.
 - The cost for additional staffing is estimated at \$4.43M. The estimate does not take into consideration the costs for operating the site, such as utilities and janitorial services.

- The Sheriff's Office revealed in its presentation that the department has unspent AB 109 funds estimated at \$1.43M. We are discouraged that the Sheriff's Office would be setting aside this particular funding instead of releasing it for other reentry service needs, which we know are many. It is also our understanding that AB 109 funds are meant to support reentry programs, but Sheriff representatives have claimed the funds can only be spent on construction and capital costs.
- Regarding our request for commitment for additional post-release resources for West County:
 - The Sheriff's Office highlighted Allegheny County, PA as a best practice model for its Jail-to-Community programming and for creating the jail's Office of Reentry Services as part of the expansion proposal. But upon further review, we find several notable differences between Contra Costa County's proposal and Allegheny County's current model. Allegheny County's Reentry Programs were studied and reviewed by the Urban Institute, which released their findings in an October 2014 report. We would like to highlight some of those details here:
 - Allegheny County's efforts in inmate reentry are both extensive and longstanding dating back to 1997, when it was one of the first jail systems in the nation to develop holistic programs and services dedicated to the successful reentry of exiting jail inmate population.
 - Allegheny County created a reentry pod in summer 2014, offering a structured living environment designed to reinforce the programming principles to which inmates participating in reentry services are committed. Participating inmates are allowed to apply to be transferred to the Pod for additional, enhanced support.
 - We would like to note that this is a critical programming difference between Contra Costa County and Allegheny County. It is our understanding that Allegheny County built the Pod to assist inmates in the current jail system. In Contra Costa County's proposal, high-security inmates would be transferred from Martinez to the West County Detention Facility, which is rated as a medium-security facility.
 - Inmates in Allegheny County who participate in the reentry program receive up to 12 months of post-release services including intensive case management and support, assistance with basic needs, housing assistance, linkages to job readiness and apprenticeship, reunification with family members and children, and substance abuse and mental health treatment.
 - The Sheriff's Office has not provided any commitments to additional post-release services, nor has it shown how it will do so in the program budget.

- Regarding our request for a feasibility study by a neutral third party:
 - No such study was produced or commissioned but the Sheriff's Office to review the overall jail system at all three jail sites.
 - Although the Sheriff's Office is in the process of conducting a jail needs assessment for the West County Detention Facility, the development of this project is being done before the study is completed or finalized.
- Regarding our request to open a Booking Center at the West County Detention Facility:
 - The Sheriff's Office estimates that opening a Booking Center at WCDF will cost about \$10M, but did not provide any other information.

Engagement with the Community and the City of Richmond

The Sheriff's Office has compiled a timeline of meetings and describes those meetings as "Community Outreach Initiatives." While we are encouraged by the department's commitment to community education, we want to note that those meetings have been at the request of community groups and neighboring cities—not the City of Richmond.

Again, we also want to note that to date, the Sheriff's Office has only invited the City of Richmond to one project meeting and has not engaged with the two neighborhoods immediately impacted by the jail expansion proposal, which are Parchester Village and Country Club Vista.

Additionally, the Mayor's Office has repeatedly asked the County to schedule at least one public hearing of the DEIR in the host city of the project (Richmond) at a time convenient for our residents because Martinez is nearly 25 miles away with no convenient public transit available. We were repeatedly denied this request. In phone conversations with the County Planning staff, the Mayor's Office was told that the County did not believe "Richmond residents had the capacity to comment on the DEIR unemotionally" as the reason for the denial – a comment we find highly offensive. What's more, at the July 21, 2015 Board of Supervisors meeting to certify the environmental document, County staff reported that few, if any, public members provided public comments at the DEIR hearing in Martinez.

We believe that if there was a genuine desire by Contra Costa County to solicit public comments on the DEIR, the County would have scheduled a public hearing in our community--the city where the project is to be built. We would expect any other city in the County to be granted the same courtesy.

Conclusion

We have always supported real partnerships between the City of Richmond and Contra Costa County, but believe this is the wrong project at the wrong time for our residents and the community. The national trend when it comes to jails is towards decreasing bed space in favor of more effective programming alternatives, instead of keeping the status quo, or even worse, expanding jail capacity.

We appreciate your time in reviewing our correspondence. We hope you will support the City of Richmond’s decision, as the host city for the proposed project, to oppose the jail expansion at the West County Detention Facility.

Respectfully,



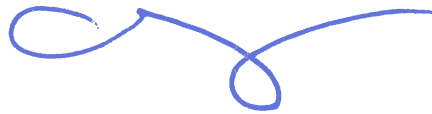
Tom Butt
Mayor, City of Richmond



Jael Myrick
Vice Mayor, City of Richmond



Bill Lindsay
City Manager



Chris Magnus
Police Chief

- cc: Congressman Mark DeSaulnier
State Senator Loni Hancock
State Assembly Member Tony Thurmond
BSCC Executive Board
Contra Costa County Board of Supervisors
Contra Costa County Sheriff David Livingston
City of El Cerrito
City of San Pablo
City of Hercules
City of Pinole
North Richmond Municipal Advisory Council



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MAILED FROM ZIP CODE



Office of Richmond Mayor Tom Butt
450 Civic Center Plaza
Richmond, CA 94804

To:

Contra Costa County
Clerk of the Board
651 Pine Street
Martinez, CA 94553





Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 18, 2015

Subject: Introduce Ordinance No. 2015-20 to separate the Office of the Public Administrator from the Office of the District Attorney

RECOMMENDATION(S):

CONSIDER introducing Ordinance No. 2015 - 20, to amend the County Ordinance Code to separate the Office of the Public Administrator from the Office of the District Attorney and change the Office of the Public Administrator to an appointive office, effective October 1, 2015; WAIVE reading; and FIX August 25, 2015 for adoption.

FISCAL IMPACT:

There is no fiscal impact to this specific Board action. However, we anticipate separating the Public Administrator functions from the District Attorney’s Office will result in a request for a general fund allocation to cover expenses such as staffing support and shared software and information technology infrastructure, previously provided through the District Attorney’s Office. An appropriation adjustment will be submitted at a later date, tentatively for the September 15, 2015 Board of Supervisors meeting.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Enid Mendoza, (925) 335-1039

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

By: , Deputy

cc:

BACKGROUND:

State law establishes numerous county officers, including a public administrator and a public guardian. A county public administrator administers the estates of people who die without a will, any known relatives, or any other qualified person willing or able to administer their estates. A county public guardian acts as the legally appointed guardian or conservator for people found to be unable to properly care for themselves or their finances.

Before 2014, Government Code section 24011 allowed eight counties to consolidate the offices of public administrator and public guardian: Solano County, Glenn County, Sonoma County, Lassen County, Monterey County, Ventura County, Kings County, and Amador County. The same statute authorized ten counties to separate the consolidated offices of district attorney and public administrator: Mendocino County, Lake County, Madera County, Trinity County, Tuolumne County, Glenn County, Napa County, Lassen County, and Amador County.

Currently in Contra Costa County, the public administrator function resides with the District Attorney's Office, while the public guardian function resides with the Health Services Department. In 2014, the Legislature enacted SB 803, to amend Government Code section 24011 to allow Contra Costa County to separate the offices of district attorney and public administrator, and to convert the office of public administrator from an elected to an appointed position in order to allow the County to appoint the same person to the offices of the public administrator and public guardian.

The County Administrator's Office recognizes that the Public Guardian and the Public Administrator perform closely related and similar duties. Both officials protect and manage the estates of descendants and at-risk individuals who are unable to make decisions. Both offices' duties and routines are governed by the same or similar laws, court rules and procedures; and both are regulated by and appear before the Probate Court.

If this action is approved, the County Administrator's Office will:

1. Submit a Board Order with the attached Ordinance (2015-20), including any revision(s) requested by the Board, for adoption at the August 25, 2015 Board meeting.
2. Once this Ordinance is adopted, the County Administrator's Office will submit a future Board Order and Resolution, tentatively for the September 15th Board of Supervisors agenda with the following actions to officially transition the functions of the Public Administrator to the Health Services Department:
 - Adopt a resolution to appoint the Health Services Director as the Public Guardian and as the Public Administrator pursuant to Government Code sections 27431 and 24011 and Ordinance No. 2015-20, and rescind and supersede Resolution 84/346 that appointed William B. Walker, M.D., as the Public Guardian;
 - Approve appropriation and revenue adjustments to transfer Public Administrator specific revenues and appropriations from the District Attorney's Office to the Health Services Department, and adjust the Public Administrator budget to fully fund their operations;
 - Adopt a Position Adjustment Resolution to establish new Public Administrator classifications (represented and unrepresented) in the Health Services Department, reclassify the incumbents to the new Public Administrator classifications and positions assigned to the Health Services Department, and abolish the existing Public Administrator classifications.

ATTACHMENTS

Ordinance 2015-20

ORDINANCE NO. 2015-20

(An Ordinance to Separate the Office of the Public Administrator from the Office of the District Attorney and Change the Office of Public Administrator to an Appointive Office.)

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I: SUMMARY. This ordinance amends the County Ordinance Code to separate the office of public administrator from the office of the district attorney and change the office of public administrator to an appointive office.

SECTION II: Chapter 24-25 of the County Ordinance Code, including Section 24-25.002, is repealed in its entirety.

SECTION III: From and after the effective date of this ordinance, the office of the public administrator is separated from the office of district attorney and the office of public administrator, and the office of public guardian will be filled by appointment of the board of supervisors. Chapter 24-14 is retitled and amended to read as follows:

**Chapter 24-14
PUBLIC GUARDIAN AND PUBLIC ADMINISTRATOR**

Section 24-14.002 Office, pay, appointment

The office of public guardian is created in this county. The office of the public administrator is separated from the office of the district attorney and is made an appointive office pursuant to Government Code section 24011. The office of the public administrator and the office of the public guardian shall be filled by board appointment by resolution. The public guardian and public administrator shall not receive any compensation for services as such. The board of supervisors determines that it is in the best interests of the County to waive the requirements of Government Code section 24001 for appointment to the office of the public guardian and the office of the public administrator. (Ords. 2015-20, § 3, 84-4 § 1, 81-81 § 2, 71-110 § 2 68-59 § 2, 68-45 § 1, 1192. 1172.)

SECTION IV: EFFECTIVE DATE. This ordinance becomes effective on October 1, 2015, and within 15 days of passage shall be published once with the names of the supervisors voting for and against it in the _____, a newspaper published in this County.

PASSED ON _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DAVID TWA, Clerk of
the Board and County Administrator

By: _____
Deputy

Board Chair

[SEAL]

SLA:la

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ORDINANCE NO. 2015-20



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: HEARING to consider reversion to acreage of Subdivision SD04-08920 & finding of exemption under the California Environmental Quality Act, El Sobrante

RECOMMENDATION(S):

1. OPEN a public hearing on the Board-initiated reversion to acreage of Subdivision SD04-08920, RECEIVE and consider all public testimony, and CLOSE the public hearing.
2. ADOPT reversion to acreage findings as set forth in Government Code section 66499.16, subdivisions (a) and (b)(2), as to SD04-08920.
3. ADOPT conditions for reversion to acreage as set forth in Government Code section 66499.17, subdivisions (b)-(c).
4. ADOPT Resolution No. 2015/252 approving the final map of the reversion, entitled "Map Reverting to Acreage Lots 1 thru 25 Inclusive, Balmore Court and Cecile Circle Subdivision 8920."
5. FIND that the reversion to acreage of SD04-08929 is exempt from review under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061, subdivision (b)(3), in that it can be seen with certainty that there is no possibility that the reversion will have a significant effect on the environment.
6. DIRECT the Conservation and Development Director, or designee, to file a Notice of Exemption with the County Clerk, and DIRECT the Public Works Director, or designee, to arrange for

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: W.Lai, Eng. Svcs.
925-313-2180

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

payment of the \$50 filing fee to the County Clerk.

7. DIRECT the Clerk of the Board to execute a Notice of Reversion to Acreage substantially in the form attached, pursuant to County Ordinance Code section 924-2.010, subdivision (c), and DIRECT the Public Works Director, or designee, to arrange for its recording concurrently with the final map.

FISCAL IMPACT:

Staff costs associated with the reversion will be funded by available revenues from a cash security deposit and fees paid by the subdivider and funds obtained in a settlement of associated litigation.

BACKGROUND:

SD04-08920 is a 25-lot subdivision located at the terminus of Balmore Court in the El Sobrante Area. On October 2, 2007, the Board adopted Resolution No. 2007/546, approving the recordation of a final map, execution of a Subdivision Agreement and an associated subdivision improvement surety bond for this subdivision. The subdivider is KPR Balmore Manor, LLC, and the surety is Insurance Company of the West. The current owner of the subdivision property is 1486 Investors, LLC. Per the Subdivision Agreement, the subdivider was required to complete the subdivision improvements within two years of execution (i.e., by October 2, 2009). However, the subdivider failed to install any of the required road and drainage improvements or renew the Subdivision Agreement.

Public Works staff notified the subdivider of its obligation to complete the improvements and keep the Subdivision Agreement current. Public Works staff also notified Insurance Company of the West of the subdivider's breach of the Subdivision Agreement and requested that the surety company honor its obligation to complete the required improvements. Staff also attempted to reach a resolution with the current owners of the subdivision property. After it became clear that these informal attempts to resolve the matter would not succeed, the County filed an action against KPR Balmore Manor, LLC, and Insurance Company of the West on September 27, 2013. The litigation culminated in a Settlement Agreement with Insurance Company of the West, which took effect March 9, 2015. The Settlement Agreement required the Public Works Department to make a presentation to the Board for a reversion to acreage of this subdivision, and required Insurance Company of the West to pay the County \$10,000 to cover costs associated with the reversion. On March 10, 2015, the Board adopted Resolution 2015/72, initiating proceedings for a reversion to acreage. The Settlement Agreement requires the reversion to be complete on or before August 31, 2015.

A final map of the reversion has been prepared. A draft of the map, entitled "Map Reverting to Acreage Lots 1 thru 25 Inclusive, Balmore Court and Cecile Circle Subdivision 8920," is attached.

The Board is now requested to conduct a noticed public hearing on the proposed reversion to acreage, as required by Government Code section 66499.15, and thereafter adopt the required findings and conditions for reversion under Government Code sections 66499.16 and 66499.17 and a resolution to approve the reversion map, in accordance with Chapter 924-2 of the County Ordinance Code.

FINDINGS:

Government Code section 66499.16 provides that subdivided real property may be reverted to acreage only if the Board of Supervisors finds that:

(a) Dedications or offers of dedication to be vacated or abandoned by the reversion to acreage are unnecessary for present or prospective public purposes; and

(b) Either:

(1) All owners of an interest in the real property within the subdivision have consented to reversion; or

(2) None of the improvements required to be made have been made within two years from the date the final or

parcel map was filed for record, or within the time allowed by agreement for completion of the improvements; whichever is later; or

(3) No lots shown on the final map or parcel map have been sold within five years from the date such map was filed for record.

As set forth below, the facts in this case support findings (a) and (b)(2). The findings in (b)(1) and (b)(3) do not apply.

Facts Supporting Finding (a): The recorded final map of SD04-08920 (505M47) shows an offer of dedication of a sanitary sewer easement and dedications of Balmore Court, a public utilities easement, a sanitary sewer easement and an area designated as a "private access easement and/or Cecile Circle," all of which were required to serve the subdivision and, following the reversion, will be unnecessary for present or prospective public purposes. These easements are not shown on the reversion map and will be terminated upon its recording.

Facts Supporting Finding (b)(2): The subdivider has not installed any of the improvements as required in the Subdivision Agreement, the improvement plans for the subdivision or the conditions of approval.

CONDITIONS OF REVERSION:

Section 66499.17 of the Government Code provides that as conditions of reversion the Board of Supervisors shall require the following:

(a) Dedications or offers of dedication necessary for the purposes specified by local ordinance following reversion..

(b) Retention of all previously paid fees if necessary to accomplish the purposes of this division or local ordinance adopted pursuant thereto.

(c) Retention of any portion of required security or deposits if necessary to accomplish the purposes of this division of (sic) local ordinance adopted pursuant thereto.

No dedications or offers of dedication are necessary for the purposes specified by local ordinance following reversion of this subdivision. However, fees paid by the subdivider and a cash deposit to secure the construction of the subdivision improvements are necessary to accomplish the purposes of the Subdivision Map Act and Title 9 of the County Ordinance Code, in that the funds are needed to pay for costs associated with this reversion. By approving Recommendation #3 above, the Board requires retention of these funds as conditions of this revision, and approves these conditions.

CEQA EXEMPTION:

The general rule is that an activity is exempt from review under the California Environmental Quality Act (CEQA) if it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. (Cal. Code Regs., tit. 14, § 15061, subd. (b)(3).) It can be seen with certainty that there is no possibility that this reversion may have a significant effect on the environment because there will be no physical changes to the property as a result of the reversion. The reversion rescinds the original development rights by replacing a 25-lot map with a new one-lot map.

CONSEQUENCE OF NEGATIVE ACTION:

The reversion map will not be recorded, and the 25 parcels created with the recordation of the final map in 2007 would remain in existence, without the required subdivision improvements being installed. The settlement agreement between the County and Insurance Company of the West would be of no further effect and the litigation would continue.

ATTACHMENTS

Resolution No. 2015/252

Reversion to acreage map

Notice of Reversion to Acreage

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

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

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

Adopted this Resolution on 08/18/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2015/292

IN THE MATTER OF approving a final map for reversion to acreage of subdivision SD04-08920, subdivided by KPR Balmore Manor, LLC, El Sobrante area. (District I)

WHEREAS, the Board on October 2, 2007, approved subdivision SD04-08920, located at the terminus of Balmore Court in the El Sobrante area, together with a Subdivision Agreement with KPR Balmore Manor, LLC, and subdivision bonds issued by Insurance Company of the West for construction of subdivision improvements required for the subdivision; and

WHEREAS, the Public Works Director reported that the subdivider and surety are in default of said agreement and subdivision bonds because the subdivision improvements required in the improvement plans for this subdivision were not installed as required by the Conditions of Approval for this subdivision, and in conformance with the County Code; and

WHEREAS, the Board on March 10, 2015, adopted Resolution No. 2015/72, authorizing the Public Works Director, or designee, to commence proceedings for reversion to acreage of subdivision SD04-08920; and

WHEREAS, a final map for reversion to acreage of subdivision SD04-08920, entitled "Map Reverting to Acreage Lots 1 thru 25 Inclusive, Balmore Court and Cecile Circle Subdivision 8920" was presented for Board approval on this date.

NOW, THEREFORE, BE IT RESOLVED that said final map is APPROVED.

Contact: W.Lai, Eng. Svcs. 925-313-2180

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

ATTESTED: **August 18, 2015**

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

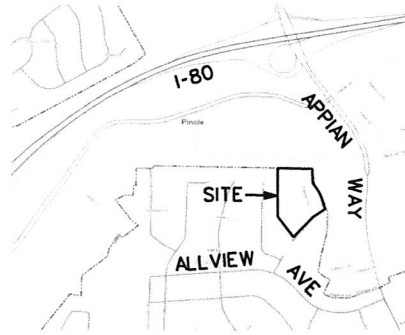
By: , Deputy

cc:

COUNTY SURVEYOR'S STATEMENT

I, JAMES A. STEIN, COUNTY SURVEYOR OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP ENTITLED "MAP REVERTING TO ACREAGE LOTS 1 THRU 25 INCLUSIVE, BALMORE COURT AND CECILE CIRCLE SUBDIVISION 8920" AND THAT ALL PROVISIONS OF TITLE 7, DIVISION 2, CHAPTER 6 OF THE GOVERNMENT CODE AND LOCAL ORDINANCES, GOVERNING THE FILING OF REVERTING TO ACREAGE MAPS HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THE SAME IS TECHNICALLY CORRECT.

BY: _____
JAMES A. STEIN
COUNTY SURVEYOR
L.S. 6571



MAP REVERTING TO ACREAGE
LOTS 1 THRU 25 INCLUSIVE,
BALMORE COURT AND CECILE CIRCLE
SUBDIVISION 8920

FILED OCTOBER 5, 2007 IN BOOK 505 OF MAPS
AT PAGE 47

CONTRA COSTA COUNTY, CALIFORNIA

JUNE 2015

CONTRA COSTA COUNTY PUBLIC WORKS DEPT.
255 GLACIER DR.
MARTINEZ, CA 94553

OWNERS SIGNATURE OMISSION

TITLE IS VESTED IN "1486 INVESTORS, LLC". PER SUBDIVISION MAP ACT SECTION 66499.16(b)(2) AND CONTRA COSTA COUNTY ORDINANCE CODE CHAPTER 924-2.010(c) THE CONSENT OF THE PRESENT OWNERS IS NOT REQUIRED.

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2015 AT _____ M IN BOOK _____ OF MAPS AT PAGE _____ AT THE REQUEST OF CONTRA COSTA COUNTY.

FILE * _____

JOSEPH E. CANCIAMILLA
COUNTY RECORDER

BY: _____
DEPUTY COUNTY RECORDER

NOTICE OF REVERSION TO ACREAGE RECORDED
CONCURRENTLY HEREWITH.

FILE * _____

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

I, DAVID TWA, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING MAP ENTITLED "MAP REVERTING TO ACREAGE LOTS 1 THRU 25 INCLUSIVE, BALMORE COURT AND CECILE CIRCLE SUBDIVISION 8920" CONTRA COSTA COUNTY, CALIFORNIA, WAS PRESENTED TO SAID BOARD OF SUPERVISORS, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2015, AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2015.

DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR

BY: _____
DEPUTY CLERK

MAP REVERTING TO ACREAGE

LOTS 1 THRU 25 INCLUSIVE, BALMORE COURT AND CECILE CIRCLE

SUBDIVISION 8920

FILED OCTOBER 5, 2007 IN BOOK 505 OF MAPS
AT PAGE 47
CONTRA COSTA COUNTY, CALIFORNIA

SCALE 1"=40' JUNE 2015

CONTRA COSTA COUNTY PUBLIC WORKS DEPT.
255 GLACIER DR.
MARTINEZ, CA 94553

TOLENTINO
2008-0212022

STRAUSS
19304 OR 747

ROADWAY ESMT
(4168 OR 265)

GULOTTO
2004-0127374

CASTRO
1999-0297058

PENE
2007-0265995

PENE
2007-0265995

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON TWO COUNTY MONUMENTS AS SHOWN ON THE MAP OF "MS 653-87" RECORDED JUNE 22, 1945 IN BOOK 130 OF PARCEL MAPS, PAGE 20 CONTRA COSTA COUNTY RECORDS. TAKEN AS N03°22'34"W. ALL BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III (CCS27)

APN 426-030-044 THRU -068

EL SOBRANTE MANOR,
UNIT No. 5
(35 M 10)

LOT 476

LOT 477

PHAM / CHANG
2014-0089745

CHAPMAN
2012-0105976

WILSON/
UPTON/
KINGSBURY
2010-0240044

CURRY
7144 PR 349

N00°56'15"E

446.10

CHAVEZ
1998-0022908

362.49(T)

N44°05'45"W

ROADWAY ESMT
(4168 OR 265)

ROADWAY ESMT
(1748 OR 162)

ROADWAY ESMT
(703 OR 83)

ROADWAY ESMT
(1078 OR 59)

197.01

N44°05'45"W

25.00

S58°37'30"W

180.92(T)

25.47

S15°27'31"E

WILSON
15606 OR 102

67.19

N16°43'16"W

7.86

N03°08'15"E

48.98

N29°54'51"W

101.20(T)

5.35

52.51

N12°02'45"W

120.62

EX. SANITARY SEWER EASEMENT
(5242 OR 349)

49.38

N42°28'10"W

16.55

S58°37'30"W

58.18

N33°06'37"W

87.40

S36°56'45"E

19.56

N28°46'52"W

135.94

EX. SANITARY SEWER EASEMENT
(5241 OR 794)

74.00

N12°25'25"W

179.09

S07°05'45"E

64.11

N00°06'25"E

235.69(T)

"RESTRICTED DEVELOPMENT AREA"
(RIPARIAN SETBACK)
GRANT DEED OF DEVELOPMENT RIGHTS
TO CONTRA COSTA COUNTY
PER RECORDERS SERIES NO. 2007-0280202

29.81

N12°14'01"W

ASKARBIUKI / TAFTI
2015-0012341

SHREENATH CORP.
12222 OR 136

28.92

N07°43'04"W

81.40

EX. SANITARY SEWER EASEMENT
(5241 OR 794)

25.68

N46°28'49"W

44.67

S89°04'57"E

393.49

ABNK PROPERTIES, LLC
2006-0235222

EX. SANITARY SEWER EASEMENT
(5241 OR 794)

PINOLE VISTA, LLC
2011-0003982

10

LEGEND

--- OLD EASEMENT LINE

- - - OLD LOT LINE

SCALE 1"=40'

ASKARBIUKI / TAFTI
2015-0012341

SHREENATH CORP.
12222 OR 136

SHEET 2 OF 2

Recording requested by,

And after recording return to:

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

APN: _____

For Recorder's use only

NOTICE OF REVERSION TO ACREAGE

This notice of reversion to acreage is recorded concurrently with the final map filed at Book [redacted] of Maps, Page [redacted], on [redacted] [date].

The final map recorded concurrently with this notice reverts to acreage the parcels created by that final map filed at Book 505 of Maps, Page 47, on October 5, 2007.

Proceedings to initiate a reversion to acreage of Subdivision No. 8920 were authorized by the Contra Costa County Board of Supervisors on March 10, 2015 pursuant to Board Resolution No. 2015/72 and Government Code section 66499.12, subdivision (a). Board Resolution 2015/72 was recorded on March 10, 2015, as Recorder's Document No. DOC-2015-0042207.

The Board of Supervisors approved the final map recorded concurrently with this notice on [redacted] [date], by Board Resolution No. 2015/[redacted], attached as Exhibit A.

In approving the final map recorded concurrently with this notice, the Board of Supervisors made the following findings in accordance with Government Code section 66499.16, subdivisions (a) and (b)(2), as set forth in the Board Order dated July 21, 2015, attached as Exhibit B:

1. Dedications or offers of dedication to be vacated or abandoned by the reversion to acreage are unnecessary for present or prospective public purposes.
2. None of the improvements required to be made have been made within two years from the date the final or parcel map was filed for record, or within the time allowed by agreement for completion of the improvements, whichever is later.

As set forth in Exhibit B, the current owners of an interest in the real property within Subdivision No. 8920 are the following: 1486 Investors, LLC. Pursuant to Government Code section 66499.16, subdivisions (a) and (b)(2), the owners of an interest in the real property within Subdivision No. 8920 are not required to consent to the preparation and filing of the parcel map recorded concurrently with this notice.

I hereby certify that Exhibits A and B are true and correct copies of actions taken and entered on the minutes of the Board of Supervisors on the dates shown.

DAVID J. TWA,
Clerk of the Board of Supervisors
and County Administrator

[SEAL]

By: _____
Deputy

Attested on _____ [date].



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 18, 2015

Subject: INTRODUCTION OF ORDINANCE TO ADJUST BOARD OF SUPERVISORS COMPENSATION

RECOMMENDATION(S):

INTRODUCE Ordinance No. 2015-19, providing for a 12% salary increase for members of the Board of Supervisors, spread over three years beginning on January 1, 2016, as recommended by the *Ad Hoc* Committee on Board of Supervisors' Compensation, and limiting mileage reimbursement to out-of-district mileage; WAIVE reading; and FIX August 25, 2015 for adoption.

FISCAL IMPACT:

100% County General Fund. The recommended increase to base salary would result in a total increased payroll cost of approximately \$91,540, of which \$22,560 is employer retirement cost. The average annual incremental cost is \$30,500.

BACKGROUND:

On February 10, 2015, the Board of Supervisors considered several options for setting Board member salaries, as well as the possible salary level. Following its deliberations, the Board directed the County Counsel to prepare two ordinances for possible introduction on March 3: Version A, to authorize a 7% increase to the Board of Supervisors member salaries to the level of \$104,307, and Version B, to additionally link the Board's salary level to that of 56.5% of a Superior Court Judge's salary. The 7% increase was based on a 4% general COLA (Cost of Living Adjustment) granted to employees on July 1, 2014 plus a 3% COLA that employees received on July 1, 2015. The Board, on March 3, decided to introduce Version A, as Ordinance No. 2015-05, and also directed the County Administrator to

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Julie DiMaggio Enea
925.335.1077

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

>

convene an ad hoc committee to study the Board of Supervisors' compensation. The Board's 7% salary increase took effect on June 1, 2015.

The Ad Hoc Committee refined its study methodology over a series of nine meetings, culminating in three recommendations, which were presented to the Board of Supervisors on July 7, 2015:

1. Adjust the Board of Supervisors base salary by 12% spread over three years (3.855% on January 1 of 2016, 2017, and 2018). Make no other salary adjustment until July 1, 2018 except taking any proportional reduction by ordinance to correspond to any general county employee salary and/or benefit reduction.
2. Eliminate intra-County mileage reimbursement for Board members, making the auto benefit "\$600/mo. plus out-of-County mileage reimbursement" only.
3. Establish an ongoing Board of Supervisors compensation review committee, composed of impartial citizens, to review the Board's compensation triennially. This Committee should adopt a peer county review methodology that includes quantifying total compensation and factoring in geographic cost of living differentials. The Board should consider using this methodology in reviewing elected department head salaries.

The Board, on July 7, approved the recommended salary adjustment (Recommendation 1) in concept but was unable to reach agreement on the automobile benefit and future salary setting methodology (Recommendations 2 and 3), and so directed the County Administrator to return to the Board with (1) the history of the vehicle and mileage allowance, (2) mileage reimbursement history for each Supervisor (did not specify a time period), and (3) the cost of a fleet vehicle, including maintenance and depreciation. The County Administrator reported this information back to the Board on July 28, at which time the Board gave direction to prepare an ordinance that:

- Adjusts the Board of Supervisors base salary by 12% spread over three years (3.855% on January 1 of 2016, 2017, and 2018).
- Eliminates intra-Supervisorial District mileage reimbursement for Board members, making the auto benefit "\$600/mo. plus out-of-District mileage reimbursement" only.

Attached for introduction today is the salary ordinance prepared at the Board's direction of July 28. We recommend that the Board fix August 25 as the date for adoption of the ordinance, whereupon the ordinance would take effect in 60 days, on October 24, 2015, with the first scheduled salary increment to be effective on January 1, 2016. Also attached for reference is the previous Board compensation ordinance, No. 2015-05, which granted a 7% salary increase effective June 1, 2015.

ATTACHMENTS

Ordinance No. 2015-19 BOS Compensation

Archived Ordinance No. 2015-05 BOS Compensation

ORDINANCE NO. 2015-19

(Salary of Elected County Officers)

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I: SUMMARY. This ordinance amends Section 24-26.006 the County Ordinance Code to modify salary provisions for members of the board of supervisors.

SECTION II: Section 24-26.006 of the County Ordinance Code is amended to read as follows:

24-26.006 - Supervisors.

(a) Each supervisor, for service as such, shall receive a base monthly salary at the following monthly rate as specified in the Contra Costa County pay series schedule:

(1) Through December 31, 2015, a monthly salary of \$8,692.27.

(2) From January 1, 2016, through December 31, 2016, a monthly salary of \$9,027.33.

(3) From January 1, 2017, through December 31, 2017, a monthly salary of \$9,375.33.

(4) From and after January 1, 2018, a monthly salary of \$9,736.75.

(b) Each supervisor shall receive reimbursement for reasonable expenses necessarily incurred in the conduct of such office, such other benefits as are provided other exempt management employees, and eligibility for an eighty-five dollar monthly county contribution to the county's deferred compensation plan in the same manner as other exempt management employees.

(c) Each supervisor shall receive an automobile allowance of six hundred dollars per month and, in addition to the automobile allowance, mileage at the rate per mile allowed by the Internal Revenue Service as a deductible expense, for all miles driven by each supervisor on county business outside that supervisor's supervisorial district, as identified in Chapter 24-2 of the County Ordinance Code. Receipt of the mileage reimbursement and automobile allowance requires that a private automobile be furnished for county business.

(Ords. 2015-19 , 2015-05, 2015-04, 2014-10, 2006-70 § 2, 99-57, 98-15, 94-10, 93-38, 92-48, 92-17, 89-77, 87-101, 85-63, 84-55, 84-34, 81-68, 81-5, 79-52, 79-35, 78-47, 77-68 §§ 1, 2, 76-59, 75-36, 74-49; 70-68.)

ORDINANCE NO. 2015-19

SECTION IV: EFFECTIVE DATE. This ordinance becomes effective 60 days after passage and within 15 days of passage shall be published once with the names of the supervisors voting for and against it in the _____, a newspaper published in this County.

PASSED ON _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DAVID TWA, Clerk of
the Board and County Administrator

By: _____
Deputy

_____ Board Chair

[SEAL]

SLA:la

H:\Ordinances\BOS Salary Ordinance August 2015FINAL.doc

ORDINANCE NO. 2015-19

ARCHIVED DOCUMENT

Version A

ORDINANCE NO. 2015- 05
(Salary for Elected County Officers)

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I. SUMMARY. This ordinance amends Section 24-26.006 of the County Ordinance Code to modify salary provisions for members of the Board of Supervisors.

SECTION II. Section 24-26.006 of the County Ordinance Code is amended to read:

24-26.006 Supervisors. (a) Each supervisor, for service as such, shall receive a base monthly salary at the following monthly rate as specified in the Contra Costa County pay series schedule:

(1) From and after *June 1, 2015*, a monthly salary of \$8,692.27.

(b) Additionally, each supervisor shall receive reimbursement for reasonable expenses necessarily incurred in the conduct of such office; such other benefits as are provided other classified or exempt management employees; eligibility for an eighty-five dollar monthly county contribution to the county's deferred compensation plan in the same manner as other management employees; and an automobile allowance of six hundred dollars per month, plus all mileage, at the rate per mile allowed by the Internal Revenue Services as a deductible expense. Receipt of the automobile allowance requires that a private automobile be furnished for county business. (Ords. 2014-10, § 2, 2006-70 § 2, 99-57 § 1, 98-15, 94-10, 93-38, 92-48, 92-17, 89-77, 87-101, 85-63, 84-55, 84-34, 81-68, 81-5, 79-52, 79-35 § 3, 78-47 § 2, 77-68 §§ 1 & 2, 76-59, 75-36, 74-49; prior code, § 2431.2; Ord. 70-68; Const. XI § 1(b), Gov. Code, § 25123.5.)

SECTION III. EFFECTIVE DATE. This ordinance becomes effective 60 days after passage, and within 15 days of passage shall be published once with the names of the supervisors voting

ORDINANCE NO. 2015- 05

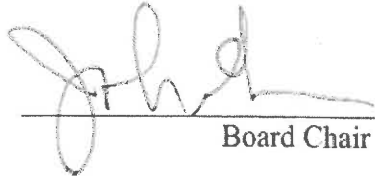
ARCHIVED DOCUMENT

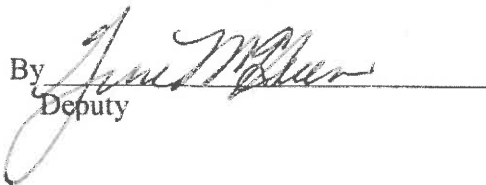
for and against it in the Centre Costa Times, a newspaper published in this County.

PASSED ON March 10 2015 by the following vote:

AYES: Groia, Andersen, Mitchoff
NOES: Piepho
ABSENT: Glover
ABSTAIN: None

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


Board Chair

By 
Deputy

[SEAL]

mam\am

H:\BOS\salary ord\ord No 2015-05A final.wpd

ORDINANCE NO. 2015- 05



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: Prohibit parking at all times (red curb) on a portion of Oceanview Avenue, Kensington area.

RECOMMENDATION(S):

RESCIND Traffic Resolution No. 1961/538 prohibiting parking at all times along the westerly side of Oceanview Avenue (Road No. 1655D), beginning at a point 155 feet north of the centerline of Coventry Road (Road No. 1351A), thence northerly along said side for a distance of 127 feet.

ADOPT Traffic Resolution No. 2015/4429 to prohibit parking at all times (red curb) on the southwest side of Oceanview Avenue (Road No. 1655D), beginning at a point 304 feet east of the centerline of Berkeley Park Boulevard (Road No. 1655E) and extending easterly a distance of 94 feet, Kensington area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Upon request from a Kensington resident, the reduction or removal of parking restrictions along a segment of Oceanview Avenue to increase street parking availability in the neighborhood was investigated. It was determined that reducing the red curb area to accommodate an additional vehicle could safely be accomplished. The El Cerrito Fire Department and Kensington Police Department were both consulted and had no objection to the proposed change, which would allow adequate

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Monish Sen
(925-313-2187)

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

clear space for emergency vehicles to maneuver. All residents fronting the affected area were in favor of the proposed change. The resident across from the newly available parking space was also consulted and did not object.

The adoption of this resolution will maintain sight lines for vehicles approaching the curve on Oceanview Avenue, maintain emergency vehicle access, and result in one (1) additional unrestricted parking space for residents and the general public.

CONSEQUENCE OF NEGATIVE ACTION:

The existing parking restrictions on a portion of Oceanview Avenue in Kesington will remain.

ATTACHMENTS

Traffic Resolution 2015/4429

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on August 18, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. 2015/4429
Supervisory District I

SUBJECT: Prohibit parking at all times (red curb) on a portion of Oceanview Avenue, Kensington area.

The Contra Costa County Board of Supervisors RESOLVES that:

Based on the recommendations by the County Public Works Department's Transportation Engineering Division and pursuant to County Ordinance Code Sections 46-2.002 – 46-2.012, the following traffic regulation is established (and other action to be taken as indicated):

Pursuant to Section 22506 of the California Vehicle Code parking is hereby declared to be prohibited at all times on the south side of Oceanview Avenue (Road No. 1655D), beginning at a point 304 feet east of the centerline of Berkeley Park Boulevard (Road No. 1655E) and extending easterly a distance of 94 feet, Kensington area.

Traffic Resolution No. 1961/538 pertaining to existing parking restrictions is hereby rescinded.

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

MS:mr

Orig. Dept.: Public Works (Traffic)
Contact: Monish Sen (925-313-2187)

c: California Highway Patrol
Kensington Police Department

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

By _____,
Deputy



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: Ratify prior decision of the Public Works Director to fully close a portion of Chesley Avenue for the 6th Annual Music Festival, N. Richmond area.

RECOMMENDATION(S):

ADOPT Resolution No. 2015/293 ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Chesley Avenue between 5th Street and 6th Street, on July 18, 2015, from 9:00 a.m. through 6:00 p.m., for the purpose of the 6th Annual Music Festival, N. Richmond area. (District I)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Applicant shall follow guidelines set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:

Applicant will not have Board approval for completed road closure.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Bob Hendry,
925-674-7744

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

By: , Deputy

cc: CHP, Sheriff Dispatch

ATTACHMENTS

Resolution No.

2015/293

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

Adopted this Resolution on 08/18/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2015/293

IN THE MATTER OF ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Chesley Avenue between 5th Street and 6th Street, on July 18, 2015, from 9:00 a.m. through 6:00 p.m., for the purpose of the 6th Annual Music Festival, N. Richmond area. (District I)

RC15-9

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Greater Richmond Interfaith Program to fully close Chesley Avenue between 5th Street and 6th Street, except for emergency traffic, on July 18, 2015, for the period of 9:00 a.m. through 6:00 p.m., subject to the following conditions:

1. Traffic will be detoured via neighboring streets.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Greater Richmond Interfaith Program shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

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

ATTESTED: August 18, 2015

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

Contact: Bob Hendry, 925-674-7744

By: , Deputy

cc: CHP, Sheriff Dispatch



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: Construction Contract for the Byron Airport Pavement Enhancements Project, Byron area.

RECOMMENDATION(S):

1. APPROVE plans, specifications, and design for the Byron Airport Pavement Enhancements Project, Byron area. County Project No. 4875-4650-SAS-6X5314/Federal Project No. AIP 03-06-0008-014
2. DETERMINE that the bid submitted by Maxwell Asphalt, Inc. ("Maxwell Asphalt"), exceeded the Disadvantaged Business Enterprise (DBE) Goal for this project and that Maxwell Asphalt has submitted the lowest responsive and responsible bid for the base bid plus Alternate No. 1 combined per our specification for the project.
3. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a construction contract for the above project with Maxwell Asphalt, in the listed amount (\$851,353.48) and the unit prices submitted in the bid and DIRECT that Maxwell Asphalt shall present two good and sufficient surety bonds as indicated below, and that the Public Works Director, or designee, shall prepare the contract.
4. ORDER that, after the contractor has signed the contract and returned it, together with the bonds as noted below and any required certificates of insurance or other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contract for this

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Kevin Emigh,
925-313-2233

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

Board.

5. ORDER that, in accordance with the project specifications and/or upon signature of the contract by the Public Works Director, or designee, any bid bonds posted by the bidders are to be exonerated and any checks or cash submitted for security shall be returned.
6. ORDER that, the Public Works Director, or designee, is authorized to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 22300.
7. DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Boards' functions under Public Contract Code Sections 4107 and 4110.
8. DELEGATE, pursuant to Labor Code Section 6705, to the Public Works Director, or to any registered civil or structural engineer employed by the County, the authority to accept detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection during trench excavation covered by that section.
9. DECLARE that, should the award of the contract to Maxwell Asphalt be invalidated for any reason, the Board would not in any event have awarded the contract to any other bidder, but instead would have exercised its discretion to reject all of the bids received. Nothing in this Board Order shall prevent the Board from re-awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance (see Public Contract Code Sections 5100-5107).

FISCAL IMPACT:

This project is funded by 90% Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Funds, 2.25% Caltrans Funds, 7.75% Airport Enterprise Funds.

BACKGROUND:

The above project was previously approved by the Board of Supervisors, plans and specifications were filed with the Board, and bids were invited by the Public Works Director. On Tuesday, April 28, 2015, the Public Works Department received bids from the following contractors:

BIDDER TOTAL AMOUNT, BOND AMOUNTS

Maxwell Asphalt, Inc.: \$851,353.48; Payment Bond: \$851,353.48; Performance Bond: \$851,353.48

Alaniz Construction, Inc.: \$863,298.01

The bidder listed first above, Maxwell Asphalt, submitted the lowest responsive and responsible bid, which is \$11,944.53 less than the next lowest bid.

Per the requirements of the FAA and Section 3.1.04, Contract Award of the special provisions, the lowest responsible bidder's proposal is required to be submitted to FAA for approval and allocation of funds. Once FAA approves funding, the Public Works Director can execute the contract with Maxwell Asphalt. If FAA does not approve the funds the contract will not be awarded.

This is a federally-funded project subject to a DBE contract goal and requirements. The Public Works Director has determined and reports that Maxwell Asphalt attained 20.93% DBE participation, which exceeds the DBE goal for this project and the Public Works Director recommends that the construction contract be awarded to Maxwell Asphalt.

The Public Works Director recommends that the bid submitted by Maxwell Asphalt, is the lowest responsive and

responsible bid, and this Board so concurs and so finds.

The Board of Supervisors previously determined that the project is exempt from the California Environmental Quality Act as a Class II Exemption, and a Notice of Exemption was filed with the County Clerk on April 4, 2012.

The general prevailing rates of wages, which shall be the minimum rates paid on this project, have been filed with the Clerk of the Board, and copies will be made available to any party upon request.

CONSEQUENCE OF NEGATIVE ACTION:

Construction of the Byron Airport Pavement Enhancements Project would be delayed, and the project might not be built.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: APPROVE and AUTHORIZE a Road Closure for the Marsh Creek Road Safety Improvements Project, Clayton area.

RECOMMENDATION(S):

ADOPT Resolution No. 2015/296 approving and authorizing the Public Works Director, or designee, to fully close a portion of Marsh Creek Road (Road No. 3971A), two miles west of Deer Valley Road, for a period not to exceed two consecutive days, between August 14, 2015 and September 14, 2015, from 7:00 a.m. to 7:00 p.m. on Saturday and Sunday, to construct a box culvert for the Marsh Creek Road Safety Improvements Project, Clayton area. County Project No. 0662-6R4025-15, Federal Project No. HRRRL 5928 (095)

FISCAL IMPACT:

This project is funded by 49.5% High Risk Rural Road (HRRR) Funds, 7.2% Proposition 1B Funds, 34.8% East County Area of Benefit Funds, and 8.5% Contra Costa Water District Funds.

BACKGROUND:

The Marsh Creek Safety Improvement Project will replace an existing 36-inch corrugated metal pipe with a 4-foot by 4-foot precast reinforced concrete box culvert to meet the project environmental permit requirements. Due to existing road width constraints, replacing the

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Kevin Emigh,
925-313-2233

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

existing culvert will require the full road width to install the precast reinforced concrete box culvert units. The Contractor shall follow all guidelines as set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:

Contractor will be unable to close the road to mitigate safety issues during construction.

ATTACHMENTS

Resolution No. 2015/296

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

Adopted this Resolution on 08/18/2015 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2015/296

IN THE MATTER OF approving and authorizing the Public Works Director, or designee, to fully close a portion of Marsh Creek Road (Road No. 3971A), two miles west of Deer Valley Road, for a period not to exceed two consecutive days, between August 14, 2015 and September 14, 2015, from 7:00 a.m. to 7:00 p.m., on Saturday and Sunday, to construct a box culvert for the Marsh Creek Road Safety Improvements Project, Clayton area. County Project No. 0662-6R4025-15, Federal Project No. HRRRL 5928 (095)

WHEREAS the Contractor, Granite Rock Company, will replace a road cross culvert on Marsh Creek Road if the Board of Supervisors adopt a resolution authorizing the Public Works Director to close a portion of Marsh Creek Road for two consecutive days, between August 14, 2015, and September 14, 2015, from 7:00 a.m. to 7:00 p.m., on Saturday and Sunday.

NOW, THEREFORE, BE IT RESOLVED the road closure is subject to the following conditions: 1. Traffic will be detoured per plan filed with the Public Works Department. 2. All signing to be in accordance with the Manual of Uniform Traffic Control Devices including the California Supplement. 3. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

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

Contact: Kevin Emigh, 925-313-2233

ATTESTED: August 18, 2015

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: Cancellation Agmt for Summit CM, Inc. and CSA with Hanna Engineering, Inc., for the Alhambra Valley Road Safety Improvements Project, Martinez area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute: (1) a Contract Cancellation Agreement with Summit CM, Inc. (d/b/a Summit Associates) ("Summit"), effective on the close of business on August 18, 2015; and (2) a Consulting Services Agreement with Hanna Engineering, Inc. (d/b/a The Hanna Group), in an amount not to exceed \$200,000.00, for construction management services for the Alhambra Valley Road Safety Improvements Project, for the period August 3, 2015 through June 30, 2016, Martinez area. County Project No. 0662-6R4101, Federal Project No. HRRRL/HSIPL-5928(098)

FISCAL IMPACT:

This project, including the Hanna Engineering Consulting Services Agreement, is funded by 44% Federal Highway Safety Improvement Program (HSIPL), 38% Federal High Risk Rural Road (HRRRL) Program and 18% Local Road Funds.

BACKGROUND:

The project consists of approximately 2,500 linear feet of shoulder widening

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Kevin Emigh,
925-313-2233

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

along Alhambra Valley Road near the Bear Creek Road intersection, including curve realignment, slope buttressing, landslide repair, cut and fill, paving, signing and striping, culvert replacement, asphalt and concrete driveway conforms and ditches, in the Martinez area.

On April 14, 2015, the Board of Supervisors approved a Consulting Services Agreement (CSA) with Summit for the period of March 31, 2015 through December 31, 2015, for construction management services for the Alhambra Valley Road Safety Improvements Project. Summit is not able to fulfill the contractual obligations due to staffing shortages. Therefore, the parties have mutually agreed to cancel the CSA. Approval of Contract Cancellation Agreement will accomplish this termination.

Summit and Hanna completed a request for qualifications solicitation, technical proposal, and interview process for this project. Hanna was the second highest rated consultant in the selection process. Public Works has successfully negotiated with Hanna to provide the construction management services for the project.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board of Supervisors' approval, the Cancellation Agreement will not terminate the CSA with Summit and the CSA with Hanna will not be in effect. A delay in the construction of the Alhambra Valley Road Safety Improvements Project will occur, ultimately delaying the completion of the project. Project delay may also result in substantial additional project costs and jeopardize the funding.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: Ratify prior decision of the Public Works Director to fully close a portion of 2nd Street for a block party, Rodeo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2015/288 ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of 2nd Street between Parker Avenue and John Street, on August 15, 2015 from 10:00 a.m. through 5:00 p.m., for the purpose of Stop the Violence/Back to School block party, Rodeo area. (District V)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Applicant shall follow guidelines set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:

Applicant will not have Board approval for completed road closure.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Bob Hendry,
925-674-7744

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2015/288

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

Adopted this Resolution on 08/18/2015 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2015/288

IN THE MATTER OF ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of 2nd Street between Parker Avenue and John Street, on August 15, 2015, from 10:00 a.m. through 5:00 p.m., for the purpose of Stop the Violence/Back to School block party, Rodeo area. (District V)

RC15-11

NOW, THEREFORE, BE IT RESOLVED that permission is granted to New Horizons Career Development Center, Inc., to fully close 2nd Street between Parker Avenue and John Street, except for emergency traffic, on August 15, 2015 for the period of 10:00 A.M. through 5:00 P.M., subject to the following conditions:

1. Traffic will be detoured via neighboring streets.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. New Horizons Career Development Center, Inc., shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

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

Contact: Bob Hendry, 925-674-7744

ATTESTED: August 18, 2015

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: Accepting an Offer of Dedication for Roadway Purposes for minor subdivision MS14-0004, Alamo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2015/290 accepting an Offer of Dedication for Roadway Purposes for minor subdivision MS14-00004, for a project being developed by Cynthia Erb & Associates, LLC, as recommended by the Public Works Director, Alamo area. (No fiscal impact) (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Offer of Dedication for Roadway Purposes is required per Condition of Approval No. 52.

CONSEQUENCE OF NEGATIVE ACTION:

The Offer of Dedication for Roadway Purposes will not be recorded.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Jocelyn LaRocque,
925-313-2315

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

By: , Deputy

ATTACHMENTS

Resolution No. 2015/290

Offer of Dedication - Road
Purposes

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

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

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

Adopted this Resolution on 08/18/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2015/290

IN THE MATTER OF accepting an Offer of Dedication for Roadway Purposes for minor subdivision MS14-0004, for a project being developed by Cynthia Erb & Associates, LLC, as recommended by the Public Works Director, Alamo area. (District II)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED FOR RECORDING ONLY:

INSTRUMENT: Offer of Dedication for Roadway Purposes

REFERENCE: APN 198-100-003

GRANTOR: The Presbytery of San Francisco, a California Corporation

AREA: Alamo

DISTRICT: II

Contact: **Jocelyn 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: August 18, 2015

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

By: , Deputy

cc: Engineering Services Originator: C. Tom, DCD - Current Planning, Cynthia Erb & Associates, LLC 3201 Danvl. Blvd Alamo 94507, Platte River Insur. 1212 N. California Blvd Ste 300 WC 94596-3572

22764

Recorded at the request of:

Contra Costa County
Board of Supervisors

Return to:

Public Works Department
Engineering Services Division
Records Section

Area: Alamo

Road: Hemme Avenue

Co. Road No.:

Development No.: MS14-0004

APN: 198-100-003

OFFER OF DEDICATION - ROAD PURPOSES

The Presbytery of San Francisco, the undersigned, being the present title owner of record of the herein described parcel of land, do hereby make an irrevocable offer of dedication to **Contra Costa County**, a political subdivision of the State of California and its successors or assigns, for street, highway landscaping and other public purposes, including maintenance thereof, the fee title to real property situated in the County of Contra Costa, State of California, as described in Exhibit "A" (written description) and shown on Exhibit "B" (plat map) attached hereto.

It is understood and agreed that **Contra Costa County** and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the Board of Supervisors, or of the local governing bodies of its successors or assigns.

The provisions hereof shall inure to the benefit of **Contra Costa County** and its successors or assigns and will be binding upon the title owner of record and that owner's heirs, successors or assigns.

The undersigned executed this instrument on 7/17/15.

THE PRESBYTERY OF SAN FRANCISCO,
a California Corporation

By: James F. Bever
Name: JAMES F. BEVER
Its: Authorized Officer TREASURER

(See attached notary)



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: Accepting the Grant Deed of Development Rights for minor subdivision MS14-00004, Alamo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2015/291 accepting the Grant Deed of Development Rights for minor subdivision MS14-00004, for a project being developed by Cynthia Erb & Associates, LLC, as recommended by the Public Works Director, Alamo area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Grant Deed of Development Rights is required per Condition of Approval No. 64.

CONSEQUENCE OF NEGATIVE ACTION:

The Grant Deed of Development Rights will not be recorded.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Jocelyn LaRocque,
925-313-2315

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

By: , Deputy

ATTACHMENTS

Resolution No. 2015/291

Grant Deed of Development
Rights

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

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

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

Adopted this Resolution on 08/18/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2015/291

IN THE MATTER OF accepting the Grant Deed of Development Rights for minor subdivision MS14-00004, for a project being developed by Cynthia Erb & Associates, LLC, as recommended by the Public Works Director, Alamo area. (District II)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED FOR RECORDING ONLY:

INSTRUMENT: Grant Deed of Development Rights

REFERENCE: APN: 198-100-003

GRANTOR: The Presbytery of San Francisco, a California Corporation

AREA: Alamo

DISTRICT: II

Contact: **Jocelyn 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: August 18, 2015

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

By: , Deputy

cc: Engineering Services Originator: C. Tom, Current Planning - DCD, Cynthia Erb & Associates, LLC 3201 Danvl. Blvd Alamo 94507, Platte River Insur. 1212 N. California Blvd Ste 300 WC 94596-3572

RECORDED AT THE REQUEST OF, AND
AFTER RECORDING, RETURN TO:

Contra Costa County
Public Works Department
Engineering Services Division
Records Section
255 Glacier Drive
Martinez, CA 94553

APN: 198-100-003

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED OF DEVELOPMENT RIGHTS
(Creek Structure Setback Area)

This Grant Deed of Development Rights is made by and between the Grantor, The Presbytery of San Francisco, a California corporation, and its successors and assigns ("Grantor") and the Grantee, CONTRA COSTA COUNTY, a political subdivision of the State of California, and its successors and assigns ("County").

RECITALS

- A. On March 16, 2015, the Contra Costa County Zoning Administrator conditionally approved an application by Cynthia Erb & Associates, LLC ("Subdivider"), (MS14-0004) to subdivide an approximately 5.7-acre site located at 512 Hemme Avenue in an unincorporated area in Alamo, in the County of Contra Costa, State of California, into three residential lots with a remainder.
- B. Under a November 12, 2013, Purchase and Sale Agreement between the Grantor and the Subdivider, the Grantor has agreed to sell the subdivision property to the Subdivider.
- C. Under County Ordinance Code sections 914-14.012, subdivision (a), and 914-14.014, no permanent structures other than drainage structures may be constructed within, under or over any structure setback area of an unimproved earth channel located in a subdivision. County Ordinance Code section 914-14.012, subdivision (a), requires development rights for the portion of a lot within a structure setback area of an unimproved earth channel to be offered for dedication to the County.
- D. A tributary of San Ramon Creek traversed the northern portion of the subdivision. The tributary, an unimproved earth channel, will be referred to as the "Creek."
- E. In accordance with County Ordinance Code section 914-14.012, subdivision (a), Condition of Approval #64 of MS14-0004 requires development rights for the portion of the subdivision within the structure setback area of the Creek to be conveyed to the County by grant deed.

- F. The area described and depicted in Exhibit A (the “Property”) is the structure setback area described in the above-referenced condition of approval. Exhibit A is attached hereto and incorporated herein by this reference.
- G. Grantor desires to evidence its intent and ensure that the obligations specified herein are covenants, conditions and restrictions that run with the land and are for the benefit of the County.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to the County, and its successors and assigns, on the terms and conditions set forth below, all the Development Rights within, on, and over the Property.

- 1. **Recitals.** The recitals are intended to be and shall be part of this Grant Deed.
- 2. **Development Rights.** “Development Rights” are defined to mean and refer to the right to construct permanent structures on all or any portion of the Property.
- 3. **Negative Easement.** This Grant Deed of Development Rights is in the form of a negative easement, which shall run with the Property and shall bind the current Grantor and any future owners of all or any portion of the Property. This Grant Deed is an agreement in writing affecting the title or possession of the Property.
- 4. **Development Restrictions.** Except for drainage structures and except as provided below, Grantor shall not construct permanent structures on any portion of the Property, and Grantor agrees that no building permits or other permits shall issue for the purpose of constructing permanent structures on any portion of the Property. Grantor hereby waives and relinquishes any rights it might otherwise have to such permits.
 - 4.1 **Plans and Specifications; County Approval.** Any and all permanent structures proposed for the Property will be performed as directed by County. Grantor shall cause plans and specifications for improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications to County for approval prior to commencement of any work, and shall pay any County improvement plan review and inspection fee. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval or, upon annexation of the Property, to any city, in accordance with the applicable city standards. Grantor agrees to commence and complete the work within the time specified by County.
 - 4.2 **Development of Property.** Subject to Grantor first obtaining all necessary permits and approvals from the County, and if improvement plans approved by County so allow, and if the improvements are recommended in a soils and geotechnical report that is prepared by a licensed professional and submitted to the Building Inspection Division, Grantor may construct improvements to

the portion of the foundation of the building existing on the Property as of the date of execution of this Grant Deed, solely for the purpose of maintaining the existing footprint of the building.

5. **Covenants Running With Land.** This Grant Deed shall be binding on the parties hereto and the provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding on the heirs, successors and assigns of the Grantor and County, all of the Property and all other parties having or acquiring any right, title or interest in any part of the Property.

6. **Remedies.** If Grantor violates any of the provisions hereof, the County shall be entitled to all rights and remedies available at law or in equity, including without limitation, an order enjoining the activity in violation hereof and an order requiring the removal of the improvements constructed in violation hereof. In addition, the County shall be entitled to an award of all expenses incurred by the County in pursuing such violation(s), including costs, interest, attorney's fees and other litigation expenses.

IN WITNESS WHEREOF, this Grant Deed is signed and executed this _____ day of _____, 2015.

GRANTEE

GRANTOR

CONTRA COSTA COUNTY

THE PRESBYTERY OF SAN FRANCISCO

Chair, Board of Supervisors

By: James F. Beuer
Print Name JAMES F. BEUER
Title TREASURER

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

By: Vincent Mole
Print Name VINCENT MOLE
Title Vice-Moderator

By: _____
Deputy

Approved as to Form:

[Note: All signatures of Grantor must be notarized. Two officers must sign on behalf of a corporation. The first must be the chairman of the board, president, or any vice president; the second must be the secretary, assistant secretary, chief financial officer or any assistant treasurer. (See Corp. Code, § 313.)]

Sharon L. Anderson
County Counsel
By: [Signature]
Deputy County Counsel

Attachment:
Exhibit A: Legal Description

June 30, 2015

EXHIBIT "A"

All that certain real property lying within the Unincorporated Area of the County of Contra Costa County, State of California being a portion of Parcels 1, 2, and 3 described in the Grant Deed to the Presbytery of San Francisco recorded as document number 92-85012 on April 8, 1992, described as follows:


Commencing at the most westerly corner of said Parcel 1; thence along the northwesterly line of said Parcel 1, N59°01'30"E 168.14' to the **POINT OF BEGINNING**;

- 1) thence continuing along said northwesterly line N 59°01'30" E, a distance of 96.72';
- 2) thence leaving said northerly line S 10°30'21" E, a distance of 106.72';
- 3) thence S 22°43'17" W, a distance of 152.19';
- 4) thence S 36°45'56" W, a distance of 54.60';
- 5) thence S 03°16'01" E, a distance of 83.25';
- 6) thence S 17°29'35" W, a distance of 97.05';
- 7) thence S 34°58'06" W, a distance of 106.45' to the easterly line of the Parcel conveyed to the East Bay Regional Park District in the Grant Deed recorded November 17, 1995 in Series # 95-199963;
- 8) thence running along said line N 48°52'28" W, a distance of 69.97'
- 9) thence N 26°11'48" E, a distance of 104.21'
- 10) thence N 05°32'45" W, a distance of 153.38';
- 11) thence leaving said easterly line N 47°01'40" E, a distance of 81.78';
- 12) thence N 18°59'52" E, a distance of 136.33';
- 13) thence N 17°52'37" W, a distance of 26.64' to the **POINT OF BEGINNING**.

Containing 49,768 square feet more or less.

A plat map of the above described description is attached hereto and made a part hereof.

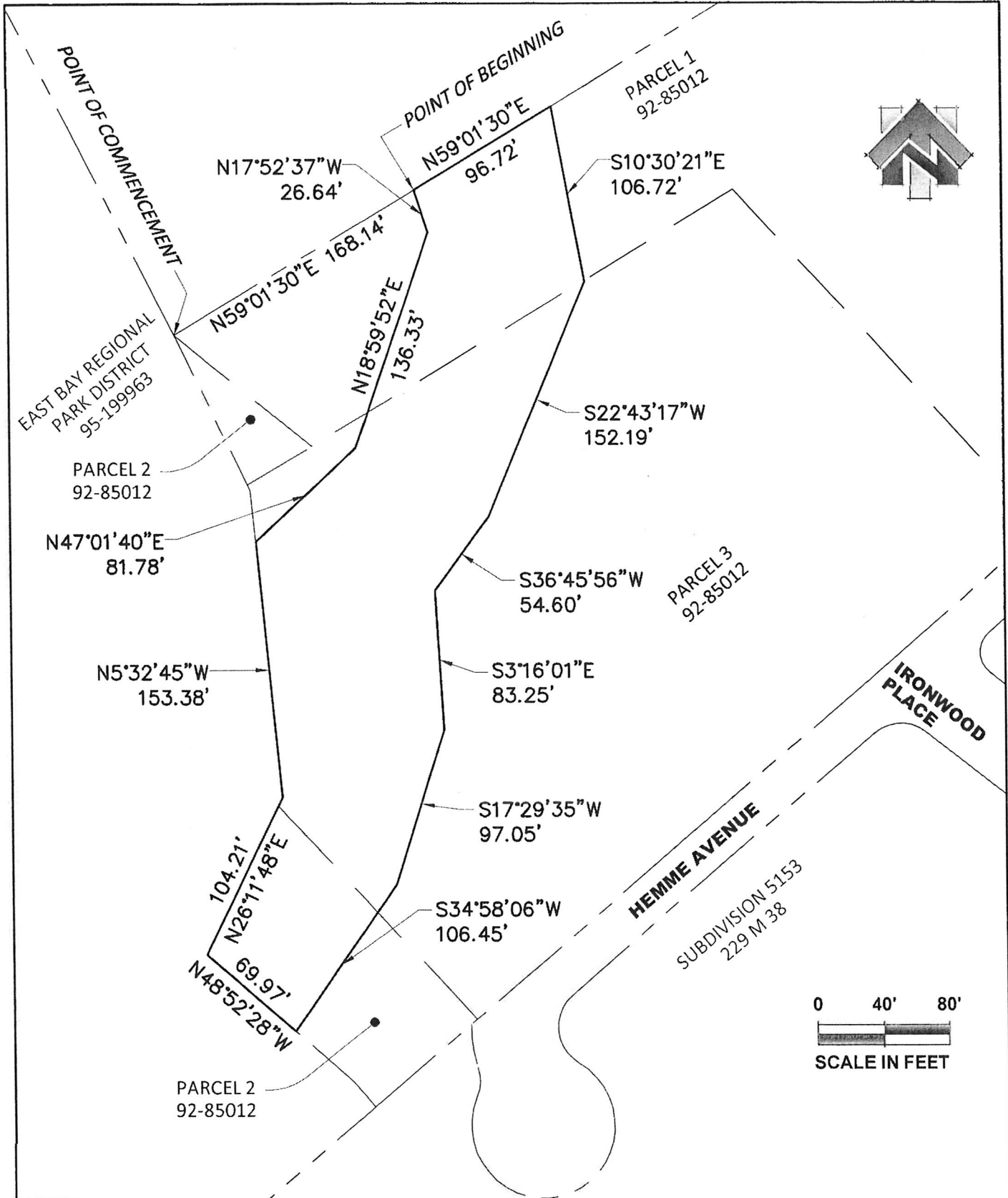
This legal description and the accompanying plat were prepared under my direction in conformance with the California Professional Land Surveyor's Act.



Mike Shoup, PLS
Date: 7/13/15



End of Description



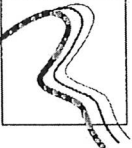
NOTE:

1. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF

LEGEND:

- PROPERTY LINE
- LOT LINE
- CREEK STRUCTURE SETBACK LINE

R.E.Y. ENGINEERS, INC.
 Civil Engineers | Land Surveyors | LiDAR
 707 NORTH SHORELINE BOULEVARD
 MOUNTAIN VIEW, CA 94043
 Phone: (408) 219-3236



CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Alameda }

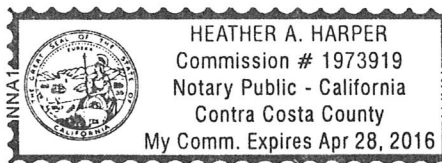
On August 3, 2015 before me, Heather A. Harper, Notary Public
(Here insert name and title of the officer)

personally appeared James F. Bever,
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.

Heather A. Harper
Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant Deed of Development

(Title or description of attached document)

Rights (APN: 198-100-003)

(Title or description of attached document continued)

Number of Pages 6 Document Date August 3, 2015

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
Treasurer
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Alameda }

On August 3, 2015 before me, Heather A. Harper, Notary Public
(Here insert name and title of the officer)

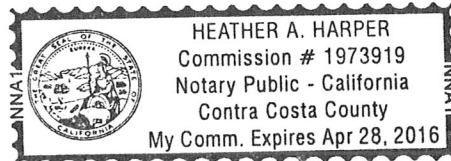
personally appeared Vincent Mok,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

Heather A. Harper
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant Deed of Development

(Title or description of attached document)

Rights (APN: 198-100-003)

(Title or description of attached document continued)

Number of Pages 7 Document Date August

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

Vice Moderator
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: ACCEPT an Offer of Dedication for a Public Utilities Easement for subdivision SD13-09325, Lot S, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2015/286 accepting an Offer of Dedication – Public Utilities Easement for subdivision SD13-09325, Lot S, for a project being developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Offer of Dedication – Public Utilities Easement is being requested from Western Pacific Housing by Pacific Gas and Electric Company to provide adequate access to their facilities.

CONSEQUENCE OF NEGATIVE ACTION:

The Offer of Dedication – Public Utilities Easement will not be recorded.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Jocelyn LaRocque, (925)
313-2315

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

By: , Deputy

ATTACHMENTS

Resolution No. 2015/286

Offer of Dedication - Public Utilities Easement

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 08/18/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2015/286

IN THE MATTER OF accepting an Offer of Dedication – Public Utilities Easement for subdivision SD13-09325, Lot S, for a project being developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED FOR RECORDING ONLY:

INSTRUMENT: Offer of Dedication – Public Utilities Easement

REFERENCE: APN: 222-700-026, Lot S

GRANTOR: Western Pacific Housing, Inc.

AREA: San Ramon (Dougherty Valley)

DISTRICT: II

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

ATTESTED: August 18, 2015

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

Contact: Jocelyn LaRocque, (925) 313-2315

By: , Deputy

cc: Current Planning - DCD, City of San Ramon - C. Low, Western Pacific Housing 5050 Hopyard Rd #180 94588, First American Title Company 6683 Owens Drive Pleasanton, CA 94588 Attn: B. Sala, Engineering Services Originator: K. Schuh-Garibay, W. Lai, Engineering Services Division Manager

Recorded at the request of:
Contra Costa County
Public Works Department
Return to:
Public Works Department
Engineering Services Division
Records Section

Area: San Ramon
Roads: Poinsettia Street
Co. Road No.: n/a
Development: SD 9325 - Lot 5
APN: 222-700-026

OFFER OF DEDICATION – PUBLIC UTILITIES EASEMENT

Western Pacific Housing Inc., the undersigned, being the present title owner of record of the herein described parcel of land, does hereby make an irrevocable offer of dedication for public use, a Public Utility Easement for public utility purposes including poles, wires, conduits, storm drains, flood and surface water drainage, water lines, gas lines, electric telephone and cable television utilities, including the rights of ingress, egress, construction, reconstruction, access for maintenance of works, improvements and structures, and the clearing of obstructions and vegetation under, on and over the real property situated in the County of Contra Costa, State of California, described in Exhibit "A" (written description) and shown on Exhibit "B" (plat map), attached hereto.

It is understood and agreed that **CONTRA COSTA COUNTY** and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the easement or any improvements thereon or therein.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

The undersigned executed this instrument on July 6, 2015.

Western Pacific Housing Inc.

(Signature)



Dean K. Mills, Vice-President

(Signature)

(see attached notary)

EXHIBIT "A"

Public Utility Easement – Parcel "S"

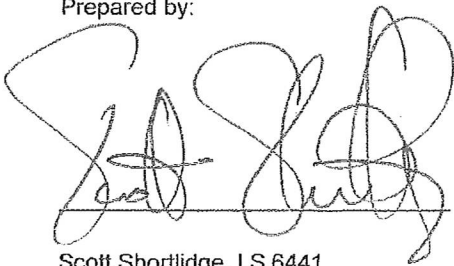
Land Description of real property situate in the County of Contra Costa, and State of California, and being a portion Parcel "S" as shown on that certain subdivision map entitled "SUBDIVISION 9325 – GALE RANCH" filed on August 6, 2014 in Book 521 of Maps, at Pages 9-16, Official Records of said County, and being more particularly described as follows:

Commencing at the southeast corner of said Parcel "E"; Thence along the south line of Parcel "E", South 62° 46' 00" West – 10.50 feet for the **Point of Beginning**; Thence crossing through Parcel "S" for the following three (3) courses: (1) South 27° 14' 00" East – 8.00 feet, (2) South 62° 46' 00" West – 9.00 feet, and (3) North 27° 14' 00" West – 8.00 feet to a point on the south line of Parcel "E"; Thence along said south line, North 62° 46' 00" East – 9.00 feet for the **Point of Beginning**.

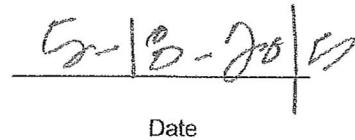
Containing 72 sq.ft. of land area, more or less.

End of Description

Prepared by:


Scott Shortlidge, LS 6441




Date

**CALIFORNIA ALL-PURPOSE CERTIFICATE OF
ACKNOWLEDGEMENT**

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.

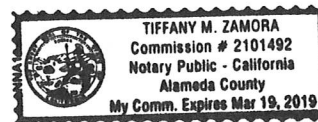
State of CA


County of ALAMEDA

On 7/6/15 before me, Tiffany M. Zamora _____ (notary public) personally appeared **Dean K. Mills, Vice-President** _____, 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 law of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature 
Tiffany M. Zamora, Notary Public

(seal)



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: ACCEPT an Offer of Dedication for a Public Utilities Easement for subdivision SD13-09325, Lot U, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2015/287 accepting an Offer of Dedication – Public Utilities Easement for subdivision SD13-09325, Lot U, for a project being developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Offer of Dedication – Public Utilities Easement is being requested from Western Pacific Housing by Pacific Gas and Electric Company to provide adequate access to their facilities.

CONSEQUENCE OF NEGATIVE ACTION:

The Offer of Dedication – Public Utilities Easement will not be recorded.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Jocelyn LaRocque, (925) 313-2315

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

By: , Deputy

ATTACHMENTS

Resolution No. 2015/287

Offer of Dedication - Public Utilities Easement

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 08/18/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2015/287

IN THE MATTER OF accepting an Offer of Dedication – Public Utilities Easement for subdivision SD13-09325, Lot U, for a project being developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED FOR RECORDING ONLY:

INSTRUMENT: Offer of Dedication – Public Utilities Easement

REFERENCE: APN: 222-690-037, Lot U

GRANTOR: Western Pacific Housing, Inc.

AREA: San Ramon (Dougherty Valley)

DISTRICT: II

Contact: **Jocelyn 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: August 18, 2015

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

By: , Deputy

cc: Current Planning - DCD, City of San Ramon - C. Low, Western Pacific Housing 5050 Hopyard Rd #180 94588, First American Title Company 6683 Owens Drive Pleasanton, CA 94588 Attn: B. Sala, Engineering Services Originator: K. Schuh-Garibay, W. Lai, Engineering Services Division Manager

Recorded at the request of:
Contra Costa County
Public Works Department

Return to:
Public Works Department
Engineering Services Division
Records Section

Area: San Ramon
Roads: Poinsettia Street
Co. Road No.: n/a
Development: SD 9325 – Lot U
APN: 222-690-037

OFFER OF DEDICATION – PUBLIC UTILITIES EASEMENT

Western Pacific Housing Inc., the undersigned, being the present title owner of record of the herein described parcel of land, does hereby make an irrevocable offer of dedication for public use, a Public Utility Easement for public utility purposes including poles, wires, conduits, storm drains, flood and surface water drainage, water lines, gas lines, electric telephone and cable television utilities, including the rights of ingress, egress, construction, reconstruction, access for maintenance of works, improvements and structures, and the clearing of obstructions and vegetation under, on and over the real property situated in the County of Contra Costa, State of California, described in Exhibit "A", attached hereto.


It is understood and agreed that **CONTRA COSTA COUNTY** and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the easement or any improvements thereon or therein.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

The undersigned executed this instrument on July 6, 2015.

Western Pacific Housing Inc.

(Signature)



Dean K. Mills, Vice-President

(Signature)

(see attached notary)

Subdivision 9325-PUE

EXHIBIT "A"

All that real property situated in the County of Contra Costa, State of California, described as follows:

All of Lot "U" as shown on the final map for Subdivision 9325, on file at the County Recorder's Office as follows:

Date: August 6, 2014
Book: 521
Page: 9

**CALIFORNIA ALL-PURPOSE CERTIFICATE OF
ACKNOWLEDGEMENT**

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.

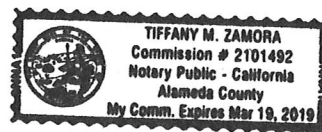
State of CA

County of ALAMEDA

On 7/6/15 before me, Tiffany M. Zamora _____ (notary public) personally appeared **Dean K. Mills, Vice-President** _____, 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 law of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Tiffany M. Zamora*
Tiffany M. Zamora, Notary Public

(seal)



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: APPROVE the third extension of the Subdivision Agreement for minor subdivision MS05-00002, Lafayette area.

RECOMMENDATION(S):

ADOPT Resolution No. 2015/283 approving the third extension of the Subdivision Agreement for minor subdivision MS05-00002, for a project being developed by Discovery Builders, Inc., as recommended by the Public Works Director, Lafayette area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The terminal date of the Subdivision Agreement needs to be extended. The developer has not completed the required improvements and has requested more time. (Approximately 0% of the work has been completed to date.) By granting an extension, the County will give the developer more time to complete the improvements and keeps the bond current.

CONSEQUENCE OF NEGATIVE ACTION:

The terminal date of the Subdivision Agreement will not be extended and the developer will be in default of the agreement, requiring the County to take legal action against the developer and surety to get the improvements installed, or revert the development to acreage.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Jocelyn LaRocque,
925-313-2315

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

By: , Deputy

ATTACHMENTS

Resolution No.

2015/283

Third Extension

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

Return To: **PUBLIC WORKS DEPT., 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 08/18/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2015/283

IN THE MATTER OF approving the third extension of the Subdivision Agreement for minor subdivision MS05-00002, for a project being developed by Discovery Builders, Inc., as recommended by the Public Works Director, Lafayette area. (District II)

WHEREAS the Public Works Director having recommended that she be authorized to execute the third agreement extension, which extends the Subdivision Agreement between Discovery Builders, Inc., and the County for construction of certain improvements in minor subdivision MS05-00002, Lafayette area, through September 11, 2016:

- APPROXIMATE PERCENTAGE OF WORK COMPLETE: 0%
- ANTICIPATED DATE OF COMPLETION: December 2016
- BOND NO.: 6503356; DATE: August 3, 2007
- REASON FOR EXTENSION: Project delayed due to economic down turn.

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

Contact: **Jocelyn 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: August 18, 2015

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

By: , Deputy

cc: Design/Construction, Engineering Services Originator: J. Capozzo, Current Planning - DCD, Discovery Builders, Inc., 4061 Port Chicago Hwy., Ste. H Concord, CA 94520, Safeco Insurance Company of America 1340 Treat Blvd Ste 550 Walnut Crk, CA 94597, T – July 11, 2016

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

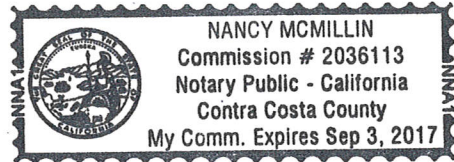
On July 15th, 2015 before me, Nancy McMillin, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

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 San Francisco)

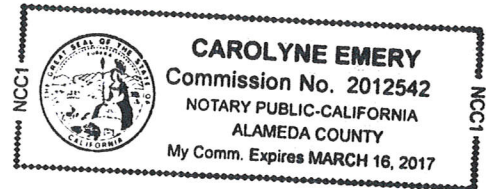
On July 14, 2015 before me, Carolyn Emary, Notary Public
(insert name and title of the officer)

personally appeared Bradley N. Wright,
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 *Carolyn Emary* (Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

5298706

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **BRADLEY N. WRIGHT, JEAN L. NEU, ERIN BAUTISTA, BRYAN D. MARTIN, FRANCES M. MURPHY,**

all of the city of SAN FRANCISCO, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of April, 2012.



First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: *Gregory W. Davenport*
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

STATE OF WASHINGTON ss
COUNTY OF KING

On this 6th day of April, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of July, 2015.



By: *David M. Carey*
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: Accepting the Offer of Dedication - Public Utilities Easement, for subdivision SD13-09325, Lot 41, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2015/285 accepting an Offer of Dedication – Public Utilities Easement for subdivision SD13-09325, Lot 41, for a project being developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Offer of Dedication – Public Utilities Easement is being requested from Western Pacific Housing by Pacific Gas and Electric Company to provide adequate access to their facilities.

CONSEQUENCE OF NEGATIVE ACTION:

The Offer of Dedication - Public Utilities Easement will not be recorded.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Jocelyn LaRocque,
925-313-2315

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

By: , Deputy

ATTACHMENTS

Resolution No. 2015/285

Offer of Dedication - Public Utilities Easement

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

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

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

Adopted this Resolution on 08/18/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2015/285

IN THE MATTER OF accepting an Offer of Dedication – Public Utilities Easement for subdivision SD13-09325, Lot 41, for a project being developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED FOR RECORDING ONLY:

INSTRUMENT: Offer of Dedication – Public Utilities Easement

REFERENCE: APN: 222-690-008, Lot 41

GRANTOR: Western Pacific Housing, Inc.

AREA: San Ramon (Dougherty Valley)

DISTRICT: II

Contact: **Jocelyn 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: August 18, 2015

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

By: , Deputy

cc: Current Planning - DCD, City of San Ramon - C. Low, Western Pacific Housing 5050 Hopyard Rd #180 94588, First American Title Company 6683 Owens Drive Pleasanton, CA 94588 Attn: B. Sala, Engineering Services Originator: K. Schuh-Garibay, W. Lai, Engineering Services Division Manager

Recorded at the request of:
Contra Costa County
Public Works Department
Return to:
Public Works Department
Engineering Services Division
Records Section

Area: San Ramon
Roads: Poinsettia Street
Co. Road No.: n/a
Development: SD 9325 - Lot 41
APN: 222-690-008

OFFER OF DEDICATION – PUBLIC UTILITIES EASEMENT

Western Pacific Housing Inc., the undersigned, being the present title owner of record of the herein described parcel of land, does hereby make an irrevocable offer of dedication for public use, a Public Utility Easement for public utility purposes including poles, wires, conduits, storm drains, flood and surface water drainage, water lines, gas lines, electric telephone and cable television utilities, including the rights of ingress, egress, construction, reconstruction, access for maintenance of works, improvements and structures, and the clearing of obstructions and vegetation under, on and over the real property situated in the County of Contra Costa, State of California, described in Exhibit "A" (written description) and shown on Exhibit "B" (plat map), attached hereto.

It is understood and agreed that **CONTRA COSTA COUNTY** and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the easement or any improvements thereon or therein.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

The undersigned executed this instrument on July 6, 2015.

Western Pacific Housing Inc.

(Signature)



Dean K. Mills, Vice-President

(Signature)

(see attached notary)

EXHIBIT "A"

Public Utility Easement – Lot 41

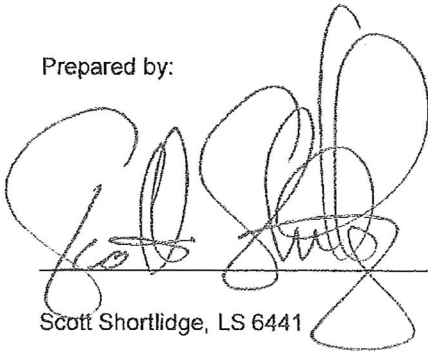
Land Description of real property situate in the County of Contra Costa, and State of California, and being a portion Lot 41 as shown on that certain subdivision map entitled "SUBDIVISION 9325 – GALE RANCH" filed on August 6, 2014 in Book 521 of Maps, at Pages 9-16, Official Records of said County, and being more particularly described as follows:

Beginning at the northeast corner of said Lot 41; Thence along the east line of Lot 41, South 27° 14' 00" East – 11.00 feet; Thence crossing through Lot 41 for the following two (2) courses: (1) South 62° 46' 00" West – 10.50 feet, and (2) North 27° 14' 00" West – 11.00 feet to a point on the north line of Lot 41; Thence along said north line, North 62° 46' 00" East – 10.50 feet for the **Point of Beginning**.

Containing 116 sq.ft. of land area, more or less.

End of Description

Prepared by:



Scott Shortlidge, LS 6441



5-18-2015
Date

LEGEND

- P.O.B. POINT OF BEGINNING
- EXISTING LOT LINE
- ADJACENT LOT LINE
- - - - EASEMENT LINE
- PUE PUBLIC UTILITY EASEMENT



5-18-19

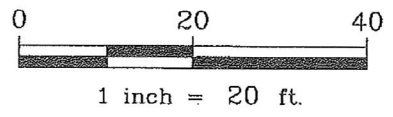
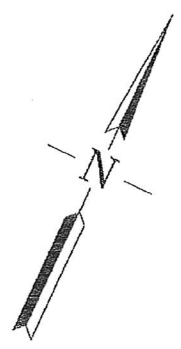
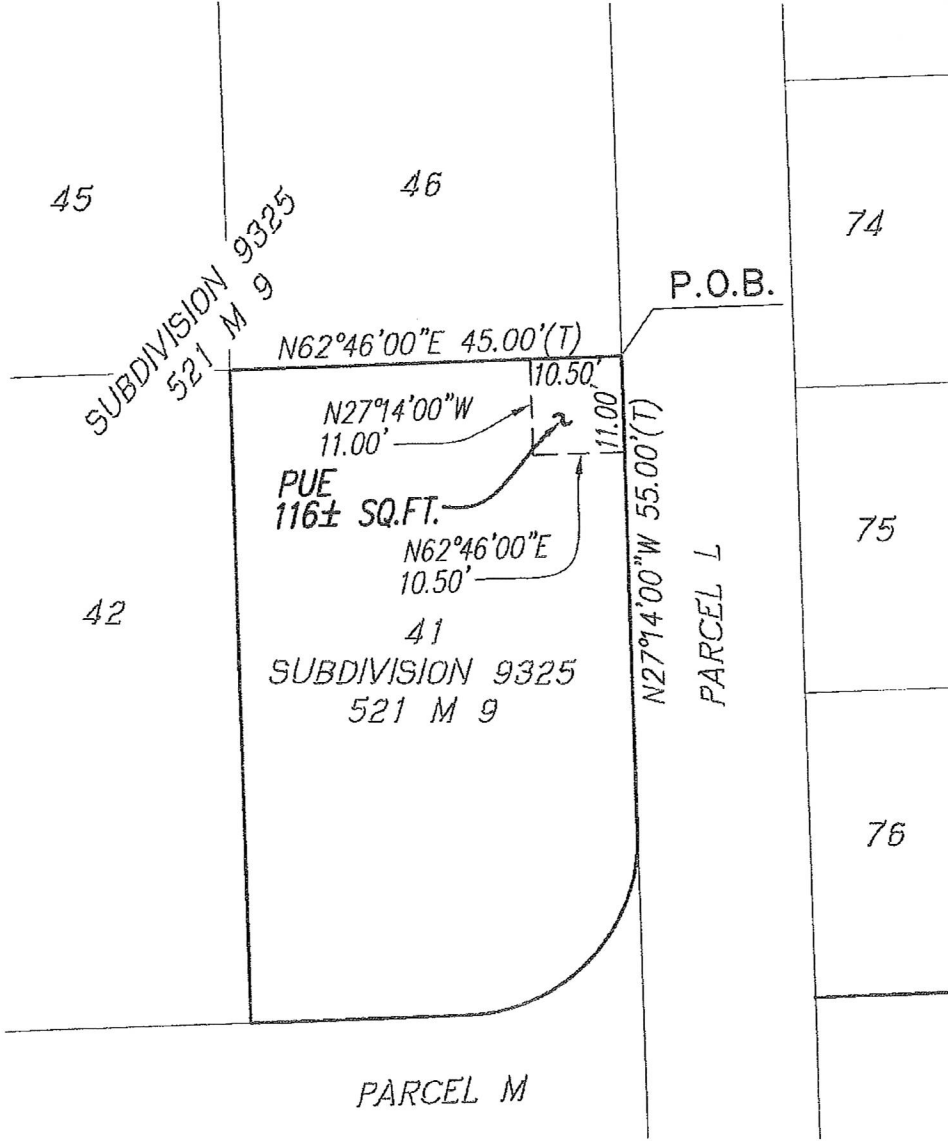


EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
PUBLIC UTILITY EASEMENT

CONTRA COSTA COUNTY, CALIFORNIA



© CALIFORNIA PROFESSIONAL PLAT SERVICES - PUE - LOT 41.DWG

RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=20'

DATE:
2-19-15

JOB NO.:
155004

**CALIFORNIA ALL-PURPOSE CERTIFICATE OF
ACKNOWLEDGEMENT**

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.

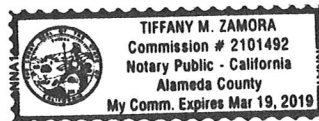
State of CA

County of ALAMEDA

On 7/6/15 before me, Tiffany M. Zamora _____ (notary public) personally appeared **Dean K. Mills, Vice-President** _____, 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 law of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature 
Tiffany M. Zamora, Notary Public

(seal)



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: Approving the Stormwater Management Facilities Operation and Maintenance Agreement for minor subdivision MS14-00004, Alamo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2015/289 approving the Stormwater Management Facilities Operation and Maintenance Agreement for minor subdivision MS14-00004, for a project being developed by Cynthia Erb & Associates, LLC, as recommended by the Public Works Director, Alamo area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Stormwater Management Facilities Operation and Maintenance Agreement is required by Condition of Approval No. 71.

CONSEQUENCE OF NEGATIVE ACTION:

The agreement will not be recorded and Contra Costa County may not be in full compliance with its National Pollutant Discharge Elimination System (NPDES) permit and Stormwater Management Discharge Control Ordinance.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Jocelyn LaRocque,
925-313-2315

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

By: , Deputy

ATTACHMENTS

Resolution No.

2015/289

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

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

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

Adopted this Resolution on 08/18/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2015/289

IN THE MATTER OF approving the Stormwater Management Facilities Operation and Maintenance Agreement for minor subdivision MS14-00004 (APN 198-100-003), Alamo area. (District II)

WHEREAS the Public Works Director has recommended that she be authorized to execute the Stormwater Management Facilities Operation and Agreement with Cynthia Erb & Associates, LLC, as required by the Conditions of Approval for minor subdivision MS14-00004. This agreement would ensure the operation and maintenance of the stormwater facilities in accordance with the approved Stormwater Control Plan and approved Operation and Maintenance Plan for minor subdivision MS14-00004, which is located at 512 Hemme Avenue in the Alamo area.

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

Contact: **Jocelyn 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: August 18, 2015

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

By: , Deputy

cc: Engineering Services Originator: C. Tom, Current Planning - DCD, Cynthia Erb & Associates, LLC 3201 Danvl. Blvd Alamo 94507, Platte River Insur. 1212 N. California Blvd Ste 300 WC 94596-3572



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: Waive \$75 fee rental for the use of the Rodeo Senior Center by New Horizons for a Block Party for the Rodeo Community, Rodeo area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to waive the rental fee of \$75 for the use of the Rodeo Senior Center by New Horizons Career Development Center on August 15, 2015, from 10:00 a.m. to 5:00 p.m., for the 2015 Annual Community Block Party, Rodeo area. (District V)

FISCAL IMPACT:

100% General Fund.

BACKGROUND:

New Horizons Career Development Center requests a waiver of the \$75 rental fee to use the Rodeo Senior Center for the 2015 Annual Community Block Party. The rental period requested is from 10:00 a.m. to 5:00 p.m., on August 15, 2015. This Annual event is organized and sponsored by the New Horizons Career Development Center. The requested date does not conflict with other community programs that take place regularly at the Rodeo Senior Center. This annual block party serves Rodeo families by providing back-to-school supplies, food and games.

CONSEQUENCE OF NEGATIVE ACTION:

If this request for a fee waiver is not approved, the use of the Rodeo Senior Center would not be funded via the General Fund. New Horizons Career Development Center would be responsible for paying the \$75 rental fee for use of the Rodeo Senior Center on August 15, 2015.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Susan Cohen, Special
Districts 925-313-2160

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

By: , Deputy

cc:

ATTACHMENTS

2015 Flyer

Rodeo Senior Center Application for Use

2015 Annual Community Block Party



**BRING YOUR FAMILY & FRIENDS OUT
AND JOIN US**

DATE: SATURDAY, AUG. 15, 2015

TIME: 10AM—5PM

**LOCATION: 199 PARKER AVE BETWEEN
2ND STREET AND RAILROAD AVE IN
RODEO, CA**



THERE WILL BE:

- ♦ GAMES/ PRIZES
 - ♦ FREE FOOD/BEVERAGES
 - ♦ JUMPERS
 - ♦ INFORMATIONAL BOOTHS
 - ♦ BACKPACK/ SCHOOL SUPPLY GIVEAWAY
 - ♦ ENTERTAINMENT
- AND MUCH MORE.....**



APPLICATION FOR USE

Rodeo Senior Center
189 Parker Avenue, Rodeo, CA 94572

Renter Information

Organization/Individual Name New Horizons Career Development Center
Designated person in charge MS. Latasha Chi Nons
(Person in charge must attend event)
Street 199 PARKER AVENUE
City/State/Zip Rodeo, CA 94572
Phone 510-799-2916 Alt. Phone _____ Fax 510-799-7816
Email address lchillous@newhorizonscdc.com

Event Information

Date Requested August 15, 2015
Time Requested From 10am to 5pm

Briefly describe the event the facility will be used for:
2015 Annual Community Block Party Event.
~~Rodeo~~ facility will be used for Parks Beaut
College for Basic Manicures etc.

Other Information

- This is a youth group event (please include chaperone list) – Please note: organized youth groups only (i.e. Girl Scouts, YMCA, etc) no youth parties.
- This is an ongoing event. Please retain deposit notified by organization/individual the facilities are no longer needed.

Agreement

My signature certifies that I have read that Rules and Regulations set forth by the Contra Costa County (CCC) governing the use of the items specified above; that I will take full responsibility for seeing that the use of these facilities/area(s) by the organization/group I represent is in full adherence and compliance with these conditions; that I will hold CCC harmless from any damage, claims for damage for personal injury or death, damage to or loss of property, claims for damage to or loss of property incurred in the use of these facilities/area(s); that if there are any minors in the group using the facilities/area(s), I will accept full responsibility for them throughout the period covered by this Application of Use of the Rodeo Senior Center.

Latasha Chi Nons 6/25/2015
Applicant's Signature Date

FEE Waived Requested

EVENT FEES

Please check the box the best represents your event - If your event does not fit one of the categories below or if you are seeking a fee exemption, please contact the Contra Costa County at (925) 313-7250.

<u>EVENT TYPE</u>	<u>FEE</u>	<u>DEPOSIT</u>
<input type="checkbox"/> Government Agency meeting (open to public)	\$ free	\$100
<input type="checkbox"/> Resident nonprofit meeting (less than 3 hours)	\$ 15	\$100
<input checked="" type="checkbox"/> Resident nonprofit event (3 - 10 hours)	\$ 75	\$100
<input type="checkbox"/> Resident individual event (i.e. baby shower)	\$100	\$200
<input type="checkbox"/> Non-resident individual event	\$200	\$200

*Residents are defined as organizations or individuals located in zip code 94572

Additional fees

<input type="checkbox"/> Kitchen use	\$ 50
<input type="checkbox"/> Hourly rate over 10 hour max - resident	\$ 25/hr
<input type="checkbox"/> Hourly rate over 10 hour max - nonresident	\$ 35/hr

Amount Due

Deposit: _____
 Event Fees: 100
 Additional Fees: 75
 Total Fee Due: _____

Any person(s) violating the rules and regulations and/or creating a public nuisance may be required to leave the facility and the renter by lose all or portions of the deposit

Office Use Only

Date received _____ Received by _____

- Deposit received**
 Amount \$ _____ Receipt Number _____
- Event Fee received (including additional charges)**
 Amount \$ _____ Receipt Number _____
- Checked Applicant ID**
 Driver's License # _____
- Chaperone list for youth groups received**
 - Number of youth _____
 - Number of chaperones _____ (At least 1 chaperone for every 10 youth)
 - Names of chaperones and phone numbers for chaperones
 - _____
 - _____
 - _____
 - _____

Application is APPROVED
 DENIED
 Reason for denial: _____

By: _____



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: Approve a Contract with ADH Technical Services, Inc. (ADH), for Water Quality Monitoring Services for FY 15-16

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, to execute, on behalf of the Contra Costa Clean Water Program, a contract with ADH Technical Services, Inc., in an amount not to exceed \$600,000, for the period of July 1, 2015 to June 30, 2016, for compliance with mandated federal and state stormwater rules contained in National Pollutant Discharge Elimination System Permits issued by the San Francisco Bay and Central Valley Regional Water Quality Control Boards, Countywide. (100% Cities and County Stormwater Utility Fee Assessments) Project No. 6X7618

FISCAL IMPACT:

The cost is estimated to be \$600,000; and, shall be funded by stormwater utility fee assessments collected by the Cities/Towns and County, proportional to their respective populations.

BACKGROUND:

The Contra Costa Clean Water Program (the "CCCWP") consists of Contra Costa County, its nineteen (19) incorporated cities/towns and the Contra Costa County Flood Control and Water Conservation District (hereinafter referred to collectively as "Permittees").

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Deanna Constable
925-313-2194

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The CCCWP was established in 1991 through a Program Agreement in response to the 1987 amendments to the federal Clean Water Act (the "CWA"), which established a framework for regulating municipal stormwater discharges under the National Pollutant Discharge Elimination System ("NPDES") Permit Program. The United States Environmental Protection Agency (the "USEPA") published final rules implementing the 1987 CWA amendments in November 1990. The rules mandate that Permittees obtain and implement stormwater permits designed to reduce and eliminate the discharge of pollutants into and from Municipal Separate Storm Sewer Systems (the "MS4s") they own and operate. Through the CCCWP, Permittees conduct many of the mandated activities collectively (referred to as "Group Activities"), such as water quality monitoring, special studies, and public education. The roles and responsibilities of the CCCWP and Permittees are outlined in the Program Agreement, which was last updated and adopted by all Permittees in June 2010.

CCCWP staff, on behalf of the Permittees, respectfully requests approval of this contract with ADH to provide water quality monitoring services for Fiscal Year 2015/16 (July 1, 2015- June 30, 2016).

CONSEQUENCE OF NEGATIVE ACTION:

If the Contract with ADH Technical Services, Inc. is not approved, the CCCWP would not be able to fulfill the permit mandates, and municipalities could be found in non-compliance with the NPDES permits issued by the Water Boards. Fines totaling \$10,000 per day and \$10 per gallon of stormwater discharge could potentially be imposed.



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: August 18, 2015

Subject: Contra Costa Airports - Authorization to Negotiate Ground Lease & Development Terms for Approx. Seven Acres of County-Owned Land at Buchanan Field

RECOMMENDATION(S):

AUTHORIZE the Director of Airports, or designee, to negotiate a ground lease and development terms between the County, as Landlord, and Montecito Aviation Group, as the developer, for approximately seven acres of land on the southwest side of the Buchanan Field Airport.

FISCAL IMPACT:

There is no negative impact on the General Fund. The Airport Enterprise Fund could realize lease and other revenues. The County General Fund could realize sales tax and other revenues if a lease is successfully negotiated.

BACKGROUND:

The development site is approximately seven acres of land owned by the County that is located on the southwest side of Buchanan Field Airport, south of Sally Ride Drive. The parcel is proximate to the Buchanan Field runways and adjacent to other aviation uses. The parcel is designated for aviation use, consistent with the needs assessment of the Buchanan Field Master Plan. The parcel is under the jurisdiction of the Buchanan Field Airport and entirely within the unincorporated County.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Beth Lee, (925)
681-4200

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

By: , Deputy

cc: Karen Laws, Public Works

BACKGROUND: (CONT'D)

>

On June 30, 2015, the Contra Costa County Public Works – Airports Division received a letter from a private party expressing an interest in developing an aviation use on the approximately seven-acre site.

In accordance with prior discussions with the Federal Aviation Administration's (FAA) Airports District Office (ADO) regarding development at Buchanan Field, the County notified existing commercial tenants at Buchanan Field and Byron Airport and placed an advertisement in the regional newspaper to solicit other competitive interest in the property. The development solicitation letter and publication provided a response deadline of July 30, 2015, for all competitive interests in the site to be submitted to the County Airport Office. The County did not receive any additional letters of interest to develop this property.

Consistent with the master developer selection process that was approved by the Board of Supervisors on May 23, 2006, projects without a competitive interest are to proceed with the traditional environmental review and lease development processes. The commercial development project will be presented to the Aviation Advisory Committee, the Airport Committee, and any other party as deemed relevant to enhance community relations and collaborative relationships.

Development of this seven-acre area for aviation use would expand economic development activity at Buchanan Field Airport, provide additional revenues to the Airport Enterprise Fund, and allow Contra Costa County to expand aviation-related business and services available at the airport. This development will also facilitate the growth and development contemplated by the adopted Buchanan Field Airport Master Plan. A business proposal must be consistent with the Airport Master Plan and General Plan for consideration.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in initiating the developer selection process will result in a delay of developing vacant land at Buchanan Field Airport and may negatively impact the Airport Enterprise Fund and County General Fund.



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: August 18, 2015

Subject: APPROVE PURCHASE ORDER WITH ASCENT AVIATION FOR AVIATION FUEL AT BYRON AIRPORT

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, to execute on behalf of the Director of Airports, a purchase order with Ascent Aviation Group, Inc. for aviation fuel, in an amount not to exceed \$230,000.00 for the period September 1, 2015 through August 31, 2016, at the Byron Airport, Byron Area.

FISCAL IMPACT:

There is no negative impact on the General Fund. The Airport Enterprise Fund will cover the purchase costs and will then resell the aviation fuel to airport tenants and other users to generate income.

BACKGROUND:

Contra Costa County Airports is responsible for an aircraft fueling facility at Byron Airport that provides 100LL aviation fuel for its tenants and visiting aircraft. Most general aviation aircraft can only use 100LL aviation fuel. Ascent Aviation Group, Inc. is the exclusive distributor of the fast pay (credit card) fuel system that is in use at Byron Airport.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, then the County will not be able to buy the necessary aviation fuel and provide the needed aviation service for its tenants and customers.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Beth Lee, (925)
681-4200

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: Sharon Offord Hymes, Risk Manager
Date: August 18, 2015

Subject: Final Settlement of Claim, Dianna Pitchford-Graves vs County of Contra Costa

RECOMMENDATION(S):

RECEIVE this report concerning the final settlement of Dianna Pitchford-Graves and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$120,000, less permanent disability payments.

FISCAL IMPACT:

Workers' Compensation Internal Service Fund payment of \$120,000, less permanent disability payments.

BACKGROUND:

Attorney Peter L. Dragolovich, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Dianna Pitchford-Graves vs. County of Contra Costa. The Board's July 21, 2015 closed session vote was Supervisors Gioia, Andersen, Piepho and Mitchoff - Yes. Supervisor Glover - Absent. This action is taken so that the terms of this final settlement and the earlier July 21, 2015 closed session vote of this Board authorizing its negotiated settlement are known publicly.

CONSEQUENCE OF NEGATIVE ACTION:

Case will not be settled.

CHILDREN'S IMPACT STATEMENT:

None.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Sharon Hymes-Offord
(925) 335-1450

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Sharon Offord Hymes, Risk Manager
Date: August 18, 2015

Subject: Final Settlement of Claim, Matthew Hopkins vs. County of Contra Costa

RECOMMENDATION(S):

RECEIVE this report concerning the final settlement of Matthew Hopkins vs. County of Contra Costa and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$75,000, less permanent disability payments.

FISCAL IMPACT:

Workers' Compensation Internal Service Fund payment of \$75,000, less permanent disability payments.

BACKGROUND:

Attorney Suzanne M. Aboujudom, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers'

APPROVE

OTHER

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RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Sharon Hymes-Offord
925.335.1450

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

compensation claim of Matthew Hopkins vs. County of Contra Costa. The Board's July 21, 2015 closed session vote was Supervisors Gioia, Andersen, Piepho and Mitchoff - Yes. Supervisor Glover - Absent. This action is taken so that the terms of this final settlement and the earlier July 21, 2015 closed session vote of this Board authorizing its negotiated settlement are known publicly.

CONSEQUENCE OF NEGATIVE ACTION:

Case will not be settled.

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: August 18, 2015

Subject: Public report of litigation settlement agreements that became final during the period of July 1, 2015 through July 31, 2015

RECOMMENDATION(S):

RECEIVE public report of litigation settlement agreements that became final during the period of July 1, 2015 through July 31, 2015, as recommended by County Counsel.

FISCAL IMPACT:

Settlement amounts are listed below.

BACKGROUND:

Two agreements to settle pending litigation, as defined in Government Code section 54956.9, became final during the period of July 1, 2015 through July 31, 2015.

Morgan Bonar v. County of Contra Costa, et al., CCC Superior Court Case No. C14-01891. On July 7, 2015, the Board of Supervisors approved settlement of this employment lawsuit. Settlement in the amount of \$100,000, inclusive of attorneys fees and costs, was authorized in closed session by a 3-1 vote, Supervisor Piepho opposed and Supervisor Glover absent. The settlement agreement became final on July 29, 2015. The funding source is the Risk Management Liability Internal Service Fund.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Thomas Geiger, (925)
335-1800

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

By: , Deputy

cc: Thomas Geiger, Assistant County Counsel, Sharon Hymes-Offord, Risk Manager

BACKGROUND: (CONT'D)

Judith Royce v. Contra Costa County Regional Health Center, et al., CCC Superior Court Case No. C14-01358. On July 21, 2015, the Board of Supervisors approved settlement of this medical malpractice action. Settlement in the amount of \$29,999, inclusive of attorneys fees and costs, was authorized in closed session by a 4-0 vote, Supervisor Glover absent. The settlement agreement became final on July 28, 2015. The funding source is the Risk Management Medical Malpractice Internal Service Fund.

This report includes final settlements of litigation matters handled by the Office of the County Counsel. This report does not include litigation settlements that were reported by the Risk Management Division of the County Administrator's Office as a consent item on the Board's open session agenda.

CONSEQUENCE OF NEGATIVE ACTION:

The report would not be accepted.

CHILDREN'S IMPACT STATEMENT:

N.A.



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 18, 2015

Subject: claims

RECOMMENDATION(S):

DENY claims filed by Jaime Cader, Henry Dillihant III (2), Kenneth Haynes, Nathaly Penaloza, Kim Taylor and Patricia Villalon.

FISCAL IMPACT:

none.

BACKGROUND:

*

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 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: Karen Mitchoff, District IV Supervisor
Date: August 18, 2015

Subject: Recognizing the 25th Anniversary of the Animal Rescue Foundation

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Lisa Chow, (925)
521-7100

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2015/302

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2015/302

Honoring the 25th Anniversary of the Animal Rescue Foundation in Walnut Creek.

WHEREAS, Evie the cat was rescued during a Major League Baseball game at the Oakland Coliseum by Tony La Russa on May 7, 1990; and

WHEREAS, in 1991 Elaine and Tony La Russa co-founded the Animal Rescue Foundation (ARF) saving 157 animals, 11 dogs and 146 cats, in its first year and holding the inaugural Stars to the Rescue gala fundraiser; and

WHEREAS, the Animal Rescue Foundation began humane education programs for children in 1993 to introduce and teach compassion and empathy towards animals; and

WHEREAS, five volunteers created the ARF Emergency Medical Fund ® to provide non-emergency veterinary care for pets of low-income community members within Contra Costa County in 1995; and

WHEREAS, the FoodShare program began in 1996 to deliver free, donated pet food to low-income Contra Costa County community members struggling to feed their pets; and

WHEREAS, the Inaugural Animals on Broadway community festival was held in 2001 celebrating the special bond between pets and people, in its 15th year this event welcomed more than 2,000 visitors and an assortment of pets; and

WHEREAS, in 2002 Pet Hug Pack, a team of therapy animals and volunteer handlers, made its first visit. Today, the program visits more than 200,000 seniors, veterans, at-risk youth, children and people-in-need; and

WHEREAS, in 2003 ARF's national headquarters in Walnut Creek opens its doors to the public; and

WHEREAS, ARF created its National Deployment Program with an inaugural trip to Joplin, Missouri following the devastating tornado in 2011; and

WHEREAS, in 2012 Pets for Vets program was created to connect shelter animals with veterans who are struggling to transition back to civilian life; and

WHEREAS, in 2014 the 25,000th spay and neuter surgery took place at ARF's state-of-the-art clinic in Walnut Creek; and

WHEREAS, in 2015, 25 years after Evie the Cat was rescued, ARF will complete 2,500 adoptions, more than any year before, and celebrated its 30,000th adoption milestone with the adoption of a kitten named Ravioli; and

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors hereby honors the Animal Rescue Foundation for their commitment to the greater health and well-being and continuous support of cats and dogs throughout our community.

JOHN GIOIA

Chair,
District I Supervisor

CANDACE ANDERSEN

District II Supervisor

MARY N. PIEPHO

District III Supervisor

KAREN MITCHOFF
District IV Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: August 18, 2015

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: August 18, 2015

Subject: A Resolution celebrating the 50th Anniversary of the Voting Rights Act of August, 1965.

RECOMMENDATION(S):

ADOPT Resolution No. 2015/298 celebrating the 50th Anniversary of the Voting Rights Act of August, 1965.

FISCAL IMPACT:

None

BACKGROUND:

The 15th Amendment to the U.S. Constitution granted African Americans the right to vote in 1870, but there were many hurdles in place to restrict them from registering. Literacy tests and poll taxes were among the discriminatory tactics still used to suppress voting.

The Voting Rights Act of 1965, signed on August 6 by President Lyndon Johnson, is a milestone in national legislation that prohibits discriminatory practices for disenfranchising “any citizen on account of race or color.” The act was passed as the Civil Rights Movement was in full swing throughout the country. Although Contra Costa County was far removed from some of key events of the movement, discrimination remained a problem. The Supreme Court upheld that poll taxes were illegal a year after the Voting Rights Act was passed,

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Robert Rogers
510-231-8688

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

and the Act was extended in 1970, 1982 and 2006. When signing the extension, President Ronald Reagan said the right to vote “is the crown jewel of American liberties and we will not see its luster diminished.”

Since its initial passage, the act has expanded in scope to protect non-English speakers by requiring language-specific election materials to jurisdictions with large numbers of those groups. Contra Costa County provides voter materials like registration forms, ballots, voting instructions, in English and Spanish. Chinese and Tagalog versions are also available at some precincts. Elections staff at the office and at polls also speak several languages.

The recognition of the 50th Anniversary of the Voting Rights Act comes at a time when the percentage of California voters who turnout continues to decrease. In Contra Costa County, 49.2 percent of registered voters cast a ballot in the November 2014 Gubernatorial General Election, down from 66 percent in 2010.

Despite those figures, the Contra Costa Elections Office, League of Women Voters, Civil Rights groups and community advocates remain steadfast in continuing to educate residents about the democratic process and protecting voter rights.

ATTACHMENTS

Resolution No. 2015/298

Voting Rights Proclamation

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2015/298

Celebrating the 50th anniversary of the Voting Rights Act of 1965 on August 6, 2015.

WHEREAS, On August 6, 1965, President Lyndon B. Johnson signed the Voting Rights Act into law; this landmark piece of federal legislation prohibits racial discrimination in voting; Congress later amended the Act five times to expand its protections; and

WHEREAS, the Act was designed to enforce the voting rights guaranteed by the Fourteenth and Fifteenth Amendments to the United States Constitution, the Act allowed for a mass enfranchisement of racial minorities throughout the country; and

WHEREAS, the Act contains numerous provisions that regulate the administration of elections and provide nationwide protections for voting rights; and

WHEREAS, the Act requires jurisdictions containing significant language-minority populations to provide bilingual ballots and other election materials; and

WHEREAS, the Act has been the single most effective tool in protecting the right to vote and assuring the integrity of the voting process in this century;

NOW, THEREFORE BE IT RESOLVED, that the members of the Contra Costa County Board of Supervisors commemorate the 50th anniversary of the Voting Rights Act of 1965 on August 6, 2015. We honor its significance; and **BE IT FURTHER RESOLVED**, that the Board of Supervisors will continue to protect the rights of voters in Contra Costa County; and **BE IT FURTHER RESOLVED**, that we recognize the great contributions and achievements of our government leaders and civil rights activists for encouraging participation in the democratic process and protecting voter rights.

JOHN GIOIA

Chair,
District I Supervisor

CANDACE ANDERSEN

District II Supervisor

MARY N. PIEPHO

District III Supervisor

KAREN MITCHOFF

District IV Supervisor

FEDERAL D. GLOVER

District V Supervisor

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

ATTESTED: August 18, 2015

David J. Twa,

By: _____, Deputy



Contra Costa County
Clerk-Recorder-Elections
Department

RESOLUTION

A **RESOLUTION** celebrating the 50th anniversary of the Voting Rights Act of 1965 on August 6, 2015.

WHEREAS, On August 6, 1965, President Lyndon B. Johnson signed the Voting Rights Act into law; this landmark piece of federal legislation prohibits racial discrimination in voting; Congress later amended the Act five times to expand its protections; and

WHEREAS, the Act was designed to enforce the voting rights guaranteed by the Fourteenth and Fifteenth Amendments to the United States Constitution, the Act allowed for a mass enfranchisement of racial minorities throughout the country; and

WHEREAS, the Act contains numerous provisions that regulate the administration of elections and provide nationwide protections for voting rights; and

WHEREAS, the Act requires jurisdictions containing significant language-minority populations to provide bilingual ballots and other election materials; and

WHEREAS, the Act has been the single most effective tool in protecting the right to vote and assuring the integrity of the voting process in this century; and

NOW, THEREFORE BE IT RESOLVED, that the members of the Contra Costa County Board of Supervisors commemorate the 50th anniversary of the Voting Rights Act of 1965 on August 6, 2015. We honor its significance; and

BE IT FURTHER RESOLVED, that the Board of Supervisors will continue to protect the rights of voters in Contra Costa County; and

BE IT FURTHER RESOLVED, that we recognize the great contributions and achievements of our government leaders and civil rights activists for encouraging participation in the democratic process and protecting voter rights.



Contra
Costa
County

To: Board of Supervisors
From: Mary N. Piepho, District III Supervisor
Date: August 18, 2015

Subject: Delta Veterans Group recognition

RECOMMENDATION(S):

FISCAL IMPACT:

BACKGROUND:

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Melissa Margain (925)
252-4500

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2015/309

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

Adopted this Resolution on 08/18/2015 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2015/309

IN THE MATTER OF RECOGNIZING THE DELTA VETERANS GROUP FOR THEIR OUTSTANDING WORK IN THE VETERAN COMMUNITIES

WHEREAS, Delta Veterans Group was founded in 2010 by Gerald “JR” Wilson; and **WHEREAS**, Delta Veterans Groups Mission is to bring together all of the various Veterans Service Organizations, remove the barriers and walls that frequently exist between these organizations and champion support for Veterans in the California Delta area, focusing on Contra Costa County; and **WHEREAS**, Delta Veterans Group has been “about the Veteran” and has become a powerful voice and strong advocate for local Veterans; and **WHEREAS**, Delta Veterans Group is hosting a homeless veteran Stand Down to East Contra Costa County called “Stand Down on the Delta”; and **WHEREAS**, Stand Down on the Delta will take place on September 11, 2015 – September 14, 2015 located at the Contra Costa Fairgrounds in Antioch.; and **WHEREAS**, Support from the local communities will ensure all homeless veterans receive the invaluable and diverse services of care; and **WHEREAS**, Delta Veterans Group’s goal is to assist homeless veterans and end the cycle of homelessness in the veteran community; and **WHEREAS**, Delta Veterans Group will continue to make a difference in the lives of Veterans by reminding them they are not forgotten and that Delta Veterans Group is a resource to all those who served.

NOW, THEREFORE, BE IT RESOLVED THAT the Contra Costa County Board of Supervisors, hereby recognizes **Delta Veterans Group** for their commitment and dedication to restore the lives of Veterans affected by homelessness.

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

ATTESTED: August 18, 2015

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

Contact: Melissa Margain (925) 252-4500

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Kathy Ito, Human Resources Consultant
Date: August 18, 2015

Subject: Adopt Ordinance No. 2015-14 to Exempt the Classification of Assistant Deputy Director, Conservation and Development from the Merit System

RECOMMENDATION(S):

ADOPT Ordinance No. 2015-14 amending Section 33-5.403 of the County Ordinance Code to exempt from the Merit System the classification of Assistant Deputy Director, Conservation and Development-Exempt.

FISCAL IMPACT:

There is no cost associated with this action.

BACKGROUND:

The class of Assistant Deputy Director is a newly established class in the Department of Conservation and Development (DCD). This position will report directly to the Director and will have a level of authority and responsibility similar to the class of DCD Deputy Director (which is an exempt class) but will differ only in that the Assistant Deputy Director will have somewhat smaller range of program areas to oversee. The Assistant Deputy Director is considered to be a high-level/high-profile position in the Department and will have responsibility for shaping and advocating for substantive program policies. This position is expected to represent the County and DCD before regional, State, and Federal agencies. It is for these reasons that the class position meets the criteria for exempt classifications as outlined under Administrative Bulletin No. 430.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, DCD will not be able to ensure maximum responsiveness of this high-level position. Furthermore, it will limit DCD's flexibility to manage and fill this position.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Victoria Mejia (925)
674-7726

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

By: , Deputy

cc: Tanya Williams, James Hicks, Victoria Mejia, Armai Maxey, Lashonda Smith

ATTACHMENTS

Ordinance No.
2015-14

ORDINANCE NO. 2015-14

(Exclude from the Merit System the new conservation and development classification of Assistant Deputy Director, Conservation and Development-Exempt)

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I: Section 33-5.403 of the County Ordinance Code is amended to exclude from the merit system the new classification of Assistant Deputy Director, Conservation and Development-exempt to read:

33-5.403 Conservation and development.

- (a) The director, department of conservation and development-exempt is excluded and is appointed by the board.
- (b) The class of deputy director, department of conservation and development-exempt is excluded and is appointed by the director of the department of conservation and development.
- (c) The class of assistant deputy director, conservation and development-exempt is excluded and is appointed by the director of the department of conservation and development.

(Ords. 2015-14 § 1, 2008-13 § 1, 90-123, 86-12 § 2, 85-32 § 6, 85-26 § 2, 85-22 § 2, 84-45 § 1).

SECTION II: EFFECTIVE DATE. This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once with the names of the supervisors voting for and against it in the _____, a newspaper published in this County.

PASSED ON _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DAVID J. TWA, Clerk of the Board of Supervisors and County Administrator

By: _____
Deputy

_____ Board Chair

[SEAL]

CAS:
H:\Human Resources\Ordinance Code Changes\Ord to exclude DCD Class Asst Deputy Director.doc



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Declare Vacancy on the Hazardous Materials Commission

RECOMMENDATION(S):

DECLARE vacant the Business Seat 1 Alternate -West County Council of Industries on the Hazardous Materials Commission by Paul Seffrood due to resignation, and DIRECT the Clerk of the Board to post the vacancy.

FISCAL IMPACT:

None

BACKGROUND:

The Hazardous Materials Commission was established in 1986 to advise the Board, County staff and the mayor's council members, and staffs of the cities within the County, on issues related to the development, approval and administration of the County Hazardous Waste Management Plan. Specifically, the Board charged the Commission with drafting a hazardous materials storage and transportation plan and ordinance, coordinating the implementation of the hazardous materials release response plan and inventory program, and to analyze and develop recommendations regarding hazardous materials issues with consideration to broad public input, and report back to the Board on Board referrals.

The bylaws of the Commission provide that one business seat representative be

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Michael Kent,
313-6587

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

By: , Deputy

cc: T Scott, N Rios, Jessica McCracken

BACKGROUND: (CONT'D)

nominated by the Contra Costa Taxpayers Association, screened by the Internal Operations Committee and appointed by the Board of Supervisors.

CONSEQUENCE OF NEGATIVE ACTION:

If this Board Order is not approved, the vacancy would not be posted and the position would not be filed, making it more difficult to achieve a meeting quorum.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Medical Staff Appointments and Reappointments – July 2015

RECOMMENDATION(S):

Approve the medical staff appointments and reappointments, additional privileges, primary department changes, medical staff advancement, voluntary resignations, change to dentist privileges and approval of pain management privileges as recommend by the Medical Staff Executive Committee, at their July 1, 2015 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, the 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.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, N Rios, Sana Salman

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

July Attachment

Pain Management Privileges

Dentist privileges

A. New Medical Staff Members

Nicole Baltrushes, MD	Hospitalist
Chelsea Bowman, MD	Hospitalist
Christopher Camilleri, MD	Psychiatry/Psychology
Preeti D'Souza, DDS	Dental
John Hartmann, MD	Psychiatry/Psychology
Micah Hoffman, MD	Psychiatry/Psychology
Deepak Kumar, MD	Psychiatry/Psychology
Brian Laing, MD	Family Medicine
Michael Rogers, MD	Psychiatry/Psychology
Arshya Vahabzadeh, MD	Psychiatry/Psychology

B. New Staff Affiliation

Lorinda Coombs, NP	Internal Medicine
--------------------	-------------------

C. Travis Residents – Family Medicine

Carl Cassel, DO
Nicole Croley, MD
Daniel Gordon Hurtt, MD
Colby Neville, DO
Shelby Takeshita, MD

D. Request for Additional Privileges

Stephen Merjavy, MD	Hospitalist
Lauren Wondolowski, MD	Family Medicine, OBGYN, Internal Medicine

E. Advance to Non-Provisional

Fiona Barwick, MD	Psychiatry/Psychology
Jafar Bozorgmehr, MD	Psychiatry/Psychology
Robert Buckley, MD	Surgery
Laura Cotter, MD	Family Medicine
Jacqueline Dahan, Psy.D	Psychiatry/Psychology
Scott Josephson, MD	Internal Medicine
Larry Kean, MD	Psychiatry/Psychology
Mauricio Kuri, MD	Surgery
Stephanie Phillips, NP	Internal Medicine
Lesley Splivalo, NP	Family Medicine
James Walls, MD	Family Medicine

F. Biennial Reappointments

Pyra Aarden, MD	Emergency Medicine	A
Frederick Adler, MD	Emergency Medicine	A
Semon Bader, MD	Surgery	A
Veda Bhatt, MD	Family Medicine	A
Lawrence Boly, MD	Internal Medicine	A

Larkin Breed, MD	Diagnostic Imaging	C
Daniel Cremin, MD	Internal Medicine	A
Bridget Dyer, MD	Emergency Medicine	A
Catherine Frances, DO	Psychiatry/Psychology	C
Stuart Gluck, MD	Psychiatry/Psychology	C
Dharmini Harichandran, MD	Psychiatry/Psychology	A
Frederick Houts, MD	Psychiatry/Psychology	C
Bryan Hyler, MD	Psychiatry/Psychology	C/P
Meltem Karatepe, MD	Pediatrics	A
Charleen Kim, MD	Surgery	A
Edward Kim, MD	Internal Medicine	C
Diane Kwan, MD	Surgery	P
Bailey Lee, MD	Diagnostic Imaging	C
Susan Lessin, MD	Internal Medicine	A
Sara Levin, MD	Internal Medicine	A
MyHoang Nguyen, MD	Family Medicine	A
Frederick Osborne, MD	Pediatrics	C
Maria Pagtalunan, MD	Internal Medicine	C
Ronald Power, DDS	Dental	A
Adolfo Romero-Duran, MD	Family Medicine	A
Macey Rosenthal, MD	Psychiatry/Psychology	C
John Rostkowski, MD	Psychiatry/Psychology	C
Parminder Sethi, MD	Surgery	C
Nishant H. Shah, MD	Family Medicine	A
Shobha Sharma, DO	Internal Medicine	A
Gabriela Sullivan, MD	Internal Medicine	A
Brandon Vance, MD	Psychiatry/Psychology	C
Ian Wallace, MD	Family Medicine	P

G. Biennial Renew of Privileges

Cynthia Hellman-Wylie, NP	Family Medicine	Aff
Renan Sagum, NP	Family Medicine	Aff
Howard Shaw, NP	Family Medicine	Aff
Karen Weiss, NP	Family Medicine	Aff

H. Voluntary Resignations

Lisa R. De la Fuente, CNM	OBGYN	
Trinh Green, MD	Family Medicine	
Karen Marcus, MD	Psychiatry/Psychology	

**Contra Costa Regional Medical Center
Privileges Request Form**

Practitioner Name: _____

Departments (s)	Number	Privilege Descriptions D= With Direct Supervision U= Unrestricted	D/C/U	Training/ Education	Experience	Current Competence	Requested	Granted	D= Denied P= Pending CNM=Criteria Not Met
Chronic Pain Management									
	PAIN 1	Diagnostoc and Therapeudic Injections: Requiring fluoroscopic guidance, including epidural, caudal spinal, facet joint, selective nerve sleeve, discogram peripheral ganglion, and sympathetic blocks *	D	FP, ANE, IR	N/A	N/A			
			U	Successful Completion of Fellowship in Pain Management	10	4 cases in last 2 years			
			U	FP, ANE, IR	10	4 cases in last 2 years			
	PAIN 2	Placement of Spinal Drug Delivery Systems for Outpatient Use *	D	FP, ANE, IR	N/A	N/A			
			U	Successful Completion of Fellowship in Pain Management	10	4 cases in last 2 years			
			U	FP, ANE, IR	10	4 cases in last 2 years			
	PAIN 3	Placement of Central or Peripheral Neurostimulation Systems *	D	FP, ANE, IR	N/A	N/A			
			U	Successful Completion of Fellowship in Pain Management	10	4 cases in last 2 years			
			U	FP, ANE, IR	10	4 cases in last 2 years			
	PAIN 4	Percutaneous Neuroablative Procedures *	D	FP, ANE, IR	N/A	N/A			
			U	Successful Completion of Fellowship in Pain Management	10	4 cases in last 2 years			
			U	FP, ANE, IR	10	4 cases in last 2 years			

* Separate proctoring required
PAIN MGT Updated MARCH 2015

**Contra Costa Regional Medical Center
Dental Privileges Request Form**

Practitioner Name: _____

Departments (s)	Number	Privilege Descriptions D= With Direct Supervision C= With Consultation U= Unrestricted	D/C/U	Training/ Education	Experience	Current Competence	Requested	Granted	D= Denied P= Pending CNM=Criteria Not Met
		Dental							
	DEN 7	Intra-Oral and/or Extra-Oral incision and drainage.	C	DDS or DMD	N/A	N/A			
			U	DDS or DMD	4	1 case in last 4 yrs.			
			U	OrS	N/A	N/A			



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: August 18, 2015

Subject: RESIGNATION FROM THE IRON HORSE CORRIDOR MANAGEMENT PROGRAM ADVISORY COMMITTEE

RECOMMENDATION(S):

ACCEPT the resignation of Paul Eykamp effective immediately; DECLARE vacant the District II Seat of the Iron Horse Corridor Management Program Advisory Committee; and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Candace Andersen.

FISCAL IMPACT:

NONE.

BACKGROUND:

The Iron Horse Corridor Management Advisory Committee was authorized by the Board of Supervisors on July 22, 1997. It was established to assist Contra Costa County in developing a management program for the Iron Horse Corridor. In October of 2000 the Board expanded the Advisory Committee's role to continue implementation and monitoring of the Landscape Element of the Management Program and to assist in completion of the Joint Use Criteria and Standards, Public Information, and Finance elements of the Management Program.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 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, IHC Committee, Appointee

BACKGROUND: (CONT'D)

Advisory Committee seats include one representative from each jurisdiction or unincorporated community along the corridor, a District II seat, a District IV seat and a seat for the East Bay Regional Park District.

CONSEQUENCE OF NEGATIVE ACTION:

The Seat will remain filled without the benefit of the appointee attending the meetings.

CHILDREN'S IMPACT STATEMENT:

NONE.



Contra
Costa
County

To: Board of Supervisors
From: INTERNAL OPERATIONS COMMITTEE
Date: August 18, 2015

Subject: NOMINATION TO THE TREASURY OVERSIGHT COMMITTEE

RECOMMENDATION(S):

APPOINT Scott Anderson to the County, School District, and Community College District seat on the Treasury Oversight Committee to complete the unexpired term ending on April 30, 2016.

FISCAL IMPACT:

None.

BACKGROUND:

In 2013, IOC reviewed Board Resolution Nos. 2011/497 and 2011/498, which stipulate that applicants for At Large/Non Agency-Specific seats on specified bodies are to be interviewed by a Board Committee. The IOC made a determination that it would conduct interviews for At Large seats on the following bodies: Retirement Board, Fire Advisory Commission, Integrated Pest Management Advisory Committee, Planning Commission, Treasury Oversight Board, Airport Land Use Commission, Aviation Advisory Committee and the Fish & Wildlife Committee; and that screening and nomination fill At Large seats on all other eligible bodies would be delegated each body or a subcommittee thereof.

The purpose of the TOC is to review the County's investment policy; regularly monitor the County Investment Pool's performance; and report on the pool's performance to the Board of Supervisors.

The TOC is composed of two ex-officio and seven appointed members: the County Treasurer; the Auditor-Controller; one representative appointed by the Board of Supervisors; the County Superintendent of Schools or designee;

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Julie DiMaggio Enea
925.335.1077

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Treasurer-Tax Collector, IOC Staff

BACKGROUND: (CONT'D)

one representative selected by a majority of the presiding officers of the governing bodies of the school districts and the community college district in the county; one representative selected by a majority of the presiding officers of the legislative bodies of the special districts in the county that are required or authorized to deposit funds in the County Treasury; three members of the public, a majority of whom shall have expertise in, or an academic background in, public finance and who shall be economically diverse and bipartisan in political registration.

Attached is a memo from Treasurer-Tax Collector Russell Watts transmitting the nomination of Scott Anderson, Chief Business Officer at the San Ramon Valley Unified School District, to replace retiring Chris Learned, to the County, School District, and Community College District seat on the Treasury Oversight Committee. The nominee to this seat is selected by a majority of the presiding officers of the governing bodies of the school districts and the community college district in the County.

The Internal Operations Committee reviewed and approved this nomination at a special meeting held on July 27, 2015.

ATTACHMENTS

Memo from Treasurer-Tax Collector Transmitting TOC Nomination
Candidate Application_Scott Anderson_TOC
County Office of Education Letter_Scott Anderson

Treasurer-Tax Collector's

625 Court Street, Room 100
P. O. Box 631
Martinez, California 94553-0063

PHN (925) 957-2888
FAX (925) 957-2898

**Contra
Costa
County**



Russell V. Watts
County Treasurer-Tax Collector

Brice E. Bins
Deputy Treasurer-Tax Collector

Belinda Zhu
Assistant County Treasurer

May 21, 2015

Mr. Scott Andersen, CBO, San Ramon Valley USD
699 Old Orchard Drive
Danville, CA 94526
Email: scanderson@srvusd.net

Dear Scott:

Congratulations on your appointment to the Contra Costa County Treasury Oversight Committee. Your appointment is to finish out the four-year term ending April 30, 2016, for seat #.

I have enclosed several items:

- Appointment to the Treasury Oversight Committee- Board Order
- County's Committee Application
- Treasury Oversight Committee Meeting Schedule
- Treasurer's Investment Policy
- Contra Costa County Investment Pool
 - Rated AA Af/S1+ by Standard & Poor's

Should you have any further questions, please feel free to contact me at (925) 957-2801, or Assistant Treasurer Belinda Zhu at (925)-957-2807.

Sincerely,

A handwritten signature in blue ink that reads "Russell V. Watts".

Russell V. Watts
Treasurer-Tax Collector

Cc. Belinda Zhu, Assistant Treasurer

KK.Let.Andersen.5.21.15





Joseph A. Ovick, Ed.D., Superintendent of Schools

77 Santa Barbara Road • Pleasant Hill, CA 94523 • (925) 942-3388

May 18, 2015

Russell V. Watts
Treasurer-Tax Collector
Contra Costa County
625 Court Street, Room 100
Martinez, CA 94553

Dear Rusty:

I am pleased to announce the election of Scott Anderson, Chief Business Officer of San Ramon Valley Unified School District, as the district representative member (category 2, seat #1) of the Treasury Oversight Committee (TOC). Scott will finish out Chris Learned's term ending June 30, 2016, due to Chris' retirement.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen Sakata". The signature is fluid and cursive, written over a white background.

Karen Sakata
Superintendent of Schools
Contra Costa County

KS:mj

cc: Scott Anderson, Chief Business Officer, SRVUSD
Chris Learned, Associate Superintendent, Business Services, AUHSD
Bill Clark, Associate Superintendent, Business Services, CCCOE

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year) <u>From</u> <u>To</u></p> <p>Total: <u>Yrs.</u> <u>Mos.</u></p> <p>Hrs. per week _____ . Volunteer <input type="checkbox"/></p>	<p>Title</p> <hr/> <p>Employer's Name and Address</p>	<p>Duties Performed</p>
<p>B) Dates (Month, Day, Year) <u>From</u> <u>To</u></p> <p>Total: <u>Yrs.</u> <u>Mos.</u></p> <p>Hrs. per week _____ . Volunteer <input type="checkbox"/></p>	<p>Title</p> <hr/> <p>Employer's Name and Address</p>	<p>Duties Performed</p>
<p>C) Dates (Month, Day, Year) <u>From</u> <u>To</u></p> <p>Total: <u>Yrs.</u> <u>Mos.</u></p> <p>Hrs. per week _____ . Volunteer <input type="checkbox"/></p>	<p>Title</p> <hr/> <p>Employer's Name and Address</p>	<p>Duties Performed</p>
<p>D) Dates (Month, Day, Year) <u>From</u> <u>To</u></p> <p>Total: <u>Yrs.</u> <u>Mos.</u></p> <p>Hrs. per week _____ . Volunteer <input type="checkbox"/></p>	<p>Title</p> <hr/> <p>Employer's Name and Address</p>	<p>Duties Performed</p>

7. How did you learn about this vacancy?

CCC Homepage Walk-In Newspaper Advertisement District Supervisor Other _____

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No _____ Yes _____

If Yes, please identify the nature of the relationship: _____

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

No _____ Yes _____

If Yes, please identify the nature of the relationship: _____

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name: _____ Date: _____

Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: **651 Pine Street, Room 106, Martinez, CA 94553.**
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA and for
Special Districts, Agencies and Authorities Governed by the Board Adopted Resolution
no. 2011/55 on 2/08/2011 as follows:**

IN THE MATTER OF ADOPTING A POLICY MAKING FAMILY MEMBERS OF THE BOARD OF SUPERVISORS INELIGIBLE FOR APPOINTMENT TO BOARDS, COMMITTEES OR COMMISSIONS FOR WHICH THE BOARD OF SUPERVISORS IS THE APPOINTING AUTHORITY

WHEREAS the Board of Supervisors wishes to avoid the reality or appearance of improper influence or favoritism;
NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted:

- I. SCOPE: This policy applies to appointments to any seats on boards, committees or commissions for which the Contra Costa County Board of Supervisors is the appointing authority.
- II. POLICY: A person will not be eligible for appointment if he/she is related to a Board of Supervisors' Member in any of the following relationships:
1. Mother, father, son, and daughter;
 2. Brother, sister, grandmother, grandfather, grandson, and granddaughter;
 3. Great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, and great-granddaughter;
 4. First cousin;
 5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
 6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
 7. Registered domestic partner, pursuant to California Family Code section 297.
 8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
 9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Treasury Oversight Committee

Purpose

The Board of Supervisors established the Treasury Oversight Committee on January 1, 1996 with the purpose to:

- Review the county's investment policy,
- Regularly monitor the county investment pool's performance,
- Report on the pool's performance to the board of supervisors, and
- Ensure an annual audit is conducted to determine the County Treasurer's compliance with Government Code §§27130-27137

Membership

2012-2014 membership of the Treasury Oversight Committee consists of the following:

- Donald Bouchet, Board of Supervisor Representative
- Bill Clark, County Superintendent of Schools designee
- Chris Learned, County School and Community College Districts Representative
- Alfred Granzella, Special District Representative
- Edgar Grubb, Public representative (Seat 1)
- Jerome Hatfield, Public Representative (Seat 2)
- Dan Heinrich, Public Representative (Seat 3)

Members volunteer to serve on the committee for a four-year term. Members do not receive any compensation for their service.

Meetings

Meetings are held quarterly on the third Tuesday of the month at 3:00 pm at:

625 Court St., Room B001
Martinez, CA 94553

Calendar

- February 17, 2015
- May 19, 2015
- August 18, 2015
- November 17, 2015

The committee allows local agencies, including school and special districts, as well as the public, to participate in reviewing the policies that guide the investment of public funds. These funds are invested by the County Treasurer under the authority granted annually by ordinance at the direction of the Board of Supervisors. The mandate for the existence of the committee was suspended in 2004 by the State of California; however, the committee serves an important function and the Treasurer's Office has elected to continue the program.



CONTRA COSTA COUNTY

TREASURER'S

ANNUAL INVESTMENT POLICY

FISCAL YEAR 2015-2016

APPROVED BY THE BOARD OF SUPERVISORS
IN JUNE 2015

The Contra Costa County Treasurer will annually present to both the Board of Supervisors (Board) and the Treasury Oversight Committee (Committee) a statement of investment policy, which the Board shall review and approve at a public meeting. Any changes in the policy shall also be reviewed and approved by the Board at a public meeting (Gov't Code §53646(a)(1)).

OFFICE OF COUNTY TREASURER-TAX COLLECTOR
625 COURTS STREET, ROOM 100
MARTINEZ, CALIFORNIA 94553

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CONTRA COSTA COUNTY

TREASURER'S ANNUAL INVESTMENT POLICY

1.0 PURPOSE

The purpose of this Investment Policy (Policy) is to establish cash management and investment guidelines of surplus funds entrusted to the care of the Contra Costa County Treasurer's Office (Treasurer's Office) in accordance with applicable sections of California Government Code. All portfolio activities will be judged by the standards of the Policy and its ranking of investment objectives.

2.0 SCOPE

This Policy applies to all funds over which the Treasurer's Office has been granted fiduciary responsibility and direct control for their management.

3.0 PARTICIPANTS

This Policy restricts deposits to those agencies mandated by California Government Code as treasury deposits. However, subject to the consent of the Treasurer's Office and in accordance with section 53684, exemptions may be granted to non-mandatory depositing agencies, if it is determined that the additional deposit provides a benefit to the investment pool as a whole while not creating unmanageable liquidity risk.

4.0 IMPLEMENTATION

In order to provide direction to those responsible for management of surplus funds, the County Treasurer has established this Policy and presented it to the Treasury Oversight Committee and the Board of Supervisors, and has made it available to the legislative body of local agencies that participates in the County Treasurer's investment program.

The Policy explains investable funds; authorized instruments; credit quality required; maximum maturities and concentrations; collateral requirements; qualifications of broker-dealers and financial institutions doing business with, or on behalf of, the County; limits on gifts and honoraria; the reporting requirements; the Treasury Oversight Committee; the manner of apportioning interest earnings and appropriating investment costs; and the criteria to request withdrawal of funds.

5.0 OBJECTIVES

Gov't Code §53600.5: When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, the primary objective of a trustee shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet the liquidity needs of the depositor. The third objective shall be to achieve a return on the funds under its controls.

5.1 Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and market risk.

5.1.a *Credit Risk*

The Treasurer will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

1. Limiting investments to the safest type of securities
2. Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the Treasurer's Office will do business
3. Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

5.1.b Market Risk

The Treasurer's Office will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

1. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity
2. Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

5.2 Liquidity: The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

5.3 Yield: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities may be sold prior to maturity when deemed prudent and necessary. Reasons of selling include but are not limited to:

1. **A security with declining credit may be sold early to minimize loss of principal.**
2. **A security swap would improve the quality, yield, or target duration in the portfolio.**
3. **Liquidity needs of the portfolio require that the security be sold.**
4. **Portfolio rebalancing would bring the portfolio back into compliance.**

Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

5.4 Public Trust: All investments will be in conformance with state law and county ordinances and policies. The investment of public funds is a task that must maintain the public trust.

6.0 GENERAL STRATEGY

6.1 Buy and Hold: The Treasurer will generally use the passive investment strategy known as BUY AND HOLD whereas securities are purchased with the intent of holding them to maturity. Interest income and the reinvestment of interest income usually are the only sources of return in the portfolio.

The investment program will focus on purchasing securities that will limit or reduce the potential default risk and ensure the reliability of cash flows from interest income. Generally,

purchases will be laddered throughout the portfolio in order to minimize the number and cost of investment transactions.

6.2 Directed Investment: Local agencies may direct the investment, exchange, liquidation and reinvestment of their assets, but must meet the provisions of the investment objectives of this policy. The withdrawal of funds in the Treasury shall coincide with investment maturities or authorized sales of securities by the local agency's legislative or governing body.

7.0 STANDARD OF CARE

The following policies are designed in accordance with Government Code to provide transparency to the investment program while enhancing portfolio controls:

7.1 Prudent Investor Standard: "Governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part to an overall strategy, investments may be acquired as authorized by law." (Gov't Code §53600.3.1)

7.2 Limits on Honoraria, Gifts, and Gratuities

In accordance with California Government Code Section 27133(d), this Policy establishes limits for the Director of Finance; individuals responsible for management of the portfolios; and members of the Investment Group and Review Group who direct individual investment decisions, select individual investment advisors and broker/dealers, and conduct day-to-day investment trading activity. The limits also apply to members of the Oversight Committee. Any individual who receives an aggregate total of gifts, honoraria and gratuities in excess of \$50 in a calendar year from a broker/dealer, bank or service provider to the Pooled Investment Fund must report the gifts, dates and firms to the designated filing official and complete the appropriate State forms.

No individual may receive aggregate gifts, honoraria, and gratuities in a calendar year in excess of the amount specified in Section 18940.2(a) of Title 2, Division 6 of the California Code of Regulations. This limitation is \$460 for the period January 1, 2015, to December 31, 2016. Any violation must be reported to the State Fair Political Practices Commission.

Please refer to the Contra Costa County Treasurer-Tax Collector's Conflict of Interest Code for further explanation of the prohibited activities, and their enforcements and exceptions.

7.3 Delegation of Authority

7.4.a Subject to Section 53607, the board of supervisors may, by ordinance, delegate to the county treasurer the authority to invest or reinvest the funds of the county and the funds of other depositors in the county treasury, pursuant to Chapter 4 (commencing with Section 53600) of Part 1 of Division 2 of Title 5. The county treasurer shall thereafter assume full responsibility for those transactions until the board of supervisors either revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation, as provided in Section 53607 (Gov't Code §27000.1).

7.4.b The authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year (Gov't Code §53607).

7.4.c Responsibility for the operation of the investment program is hereby delegated to the County Treasurer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the County Treasurer.

7.5 Treasury Oversight Committee: In compliance with a Board Order of the Contra Costa County Board of Supervisors, the County Contra Costa County Treasury Oversight Committee was established in November 6 of 1995. The intent of the Committee is to allow local agencies, including school districts, as well as the public, to participate in reviewing the policies that guide the investment of public funds. The mandate for the existence of the Committee was suspended in 2004 by the State of California; however, the Committee serves an important function and the Treasurer's Office has elected to continue the program.

7.5.a The Committee shall annually review and monitor the County's Investment Policy.

7.5.b The Committee shall cause an annual audit to determine the County Treasurer's compliance with the Investment Policy and all investment funds in the county Treasury.

8.0 SAFEKEEPING AND CUSTODY

8.1 Delivery vs. Payment: All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the County Treasurer's safekeeping institution prior to the release of funds.

8.2 Third-party Safekeeping: Securities will be held by an independent third-party safekeeping institution selected by the County Treasurer. All securities will be evidenced by safekeeping receipts in the County's name or in a name designated by the County Treasurer. The safekeeping institution shall annually provide a copy of its most recent report on internal controls - Service Organization Control Reports (formerly 70, or SAS 70) prepared in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 (effective June 15, 2011.)

8.2.a A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered or non-registered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisors, consultants or managers using the agency's funds, by book entry, physical delivery or by third-party custodial agreement. The transfer of securities to the counterparty bank's customer book-entry account may be used for book-entry delivery. For purposes of this section, "counterparty" means the other party to the transaction. A counterparty bank's trust department or separate safekeeping department may be used

for the physical delivery of the security if the security is held in the name of the local agency. Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase. Where this section does not specify a limitation on the term of remaining maturity at the time of the investment, no investment shall be made in any security other than a security underlying a repurchase or reverse repurchase agreement authorized by this section.

8.2.b In compliance with this section, the securities of Contra Costa County and its agencies shall be in safekeeping at The Bank of New York Trust Company, N. A., a counterparty bank's trust department or as defined in the debt indenture and contract.

8.3 Internal Controls: The County Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Treasurer are protected from loss, theft or misuse. Specifics for the internal controls shall be documented in an investment procedures manual that shall be reviewed and updated periodically by the County Treasurer.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

9.0 AUTHORIZED BROKERS/DEALERS AND FINANCIAL INSTITUTIONS

9.1 All transactions initiated on behalf of the Pooled Investment Fund and Contra Costa County shall be executed only through one of the following:

1. Government security dealers reporting as primary dealers to the Market Reports Division of the Federal Reserve Bank of New York;
2. Banks and financial institutions that directly issue their own securities which have been placed on the Approved List of Broker/Dealers and Financial Institutions;
3. Brokers/dealers in the State of California approved by the County Treasurer based on the reputation and expertise of the company and individuals employed.

Broker/dealers and financial institutions which have exceeded the political contribution limits as contained in Rule G-37 of the Municipal Securities Rulemaking Board within a four year period to the County Treasurer or an member of the governing board of a local agency or any candidate for those offices, are prohibited from the Approval List of Broker/Dealers and Financial Institutions.

9.2 Qualifications: All financial institutions and broker/dealers who desire to become qualified for investment transactions must complete Contra Costa County Treasurer's Office Broker/Dealer Due Diligence Questionnaire which can be obtained at www.cctax.us. An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the Treasurer's Office.

9.3 List of Approved Financial Institutions, Security Brokers and Dealers

A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security broker/dealers selected for creditworthiness and qualifications stated in section 9.2. However, the County Treasury will not be limited to the financial institutions and brokers/dealers on the list. Others will be included as long as conditions for authorized financial institutions and brokers/dealers set forth in this Policy are met. Additionally, deletions and additions are based on the maintenance of required credit quality as rated by a nationally recognized statistical-rating organization (NRSRO) or reliable financial sources.

10.0 SUITABLE AND AUTHORIZED INVESTMENTS

10.1 Authorized Investment Types: (Gov't Code §53601 et seq.) The legislative body of a local agency having moneys in a sinking fund or moneys in its treasury not required for the immediate needs of the local agency may invest any portion of the moneys that it deems wise or expedient in the investments set forth below. A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered, or nonregistered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisers, consultants, or managers using the agency's funds, by book entry, physical delivery, or by third-party custodial agreement. The transfer of securities to the counterparty bank's customer book entry account may be used for book entry delivery.

For purposes of this section, "counterparty" means the other party to the transaction. A counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the local agency. Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase. Where this section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement or securities lending agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment:

- 10.1.a Bonds issued by the local agencies**, including bonds payable solely out of the revenues from a revenue-producing property, owned, controlled, or operated by the local agency or by a department, board, agency or authority of the local agency.
- 10.1.b United States Treasury notes, bonds, bills or certificates of indebtedness**, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- 10.1.c Registered state warrants or treasury notes or bonds of this state**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency or authority of the state.
- 10.1.d Registered treasury notes or bonds of any of the other 49 states** in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
- 10.1.e Bonds, notes, warrants or other evidences of indebtedness of any local agency within this state**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled or operated by the local agency, or by a department, board, agency or authority of the local agency.
- 10.1.f Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments**, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- 10.1.g Banker's acceptances otherwise known as bills of exchange or time drafts** drawn on and accepted by a commercial bank. Purchases of banker's acceptances may not exceed 180 days' maturity or 40 percent of the agency's money that may be invested pursuant

to this section. However, no more than 30 percent of the agency's money may be invested in banker's acceptances of any one commercial bank pursuant to this section. This subdivision does not preclude a municipal utility district from investing any money in its treasury in any manner authorized by the Municipal Utility District Act (Division 6, commencing with Section 11501, of the Public Utilities Code).

10.1.h Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

1. The entity meets the following criteria:
 - A. Is organized and operating in the United States as a general corporation.
 - B. Has total assets in excess of five hundred million dollars (\$500,000,000).
 - C. Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization (NRSRO).
2. The entity meets the following criteria:
 - A. Is organized within the United States as a special purpose corporation, trust, or limited liability company.
 - B. Has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.
 - C. Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization (NRSRO).

Eligible commercial paper shall have a maximum maturity of 270 days or less. Local agencies, other than counties or a city and county, may invest no more than 25 percent of their moneys in eligible commercial paper. Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper of any single issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635:

- i. Not more than 40 percent of the local agency's money may be invested in eligible commercial paper.
- ii. Not more than 10 percent of the total assets of the investments held by a local agency may be invested in any one issuer's commercial paper.

10.1.i Negotiable certificates of deposit issued by a nationally- or state-chartered bank or a savings association or federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30 percent of the agency's money that may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposits do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section 53638. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the money are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or any person with investment decision making authority in the administrative office, manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit

committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.

10.1.j Repurchase and reverse repurchase agreements

- 1.** Investments in *repurchase agreements* or *reverse repurchase agreements* of any securities authorized by this section, provided that the agreements are subject to this subdivision, including the delivery requirements specified in this section, and that a signed Master Repurchase Agreement is on file in the Treasurer's Office for all financial institutions that enter into a repurchase agreement with Contra Costa County.
- 2.** Investments in repurchase agreements may be made on any investment authorized in this section when the term of the agreement does not exceed one year. The market value of securities that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.
- 3.** Reverse repurchase agreements or securities lending agreements may be utilized only when all of the following conditions are met:
 - A.** The security to be sold using a reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the local agency for a minimum of 30 days prior to sale.
 - B.** The total of all reverse repurchase agreements and securities lending agreements on investments owned by the local agency does not exceed 20 percent of the base value of the portfolio.
 - C.** The agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.
 - D.** Funds obtained or funds within the pool of an equivalent amount to that obtained from selling a security to a counterparty using a reverse repurchase agreement or securities lending agreement shall not be used to purchase another security with a maturity longer than 92 days from the initial settlement date of the reverse repurchase agreement or securities lending agreement, unless the reverse repurchase agreement or securities lending agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.
- 4.** Prior approval of the governing body; only with primary dealers:
 - A.** Investments in reverse repurchase agreements, securities lending agreements, or similar investments in which the local agency sells securities prior to purchase with a simultaneous agreement to repurchase the security may be made only upon prior approval of the governing body of the local agency and shall be made only with primary dealers of the Federal Reserve Bank of New York or with a

nationally or state-chartered bank that has or has had a significant banking relationship with a local agency.

- B. For purposes of this policy, "significant banking relationship" means any of the following activities of a bank:
 - i. Involvement in the creation, sale, purchase, or retirement of a local agency's bonds, warrants, notes, or other evidence of indebtedness.
 - ii. Financing of a local agency's activities.
 - iii. Acceptance of a local agency's securities or funds as deposits.

5. Definitions and terms of repos, securities and securities lending:

- A. "Repurchase agreement" means a purchase of securities by the local agency pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the counterparty will deliver the underlying securities to the local agency by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery.
- B. "Securities," for purposes of repurchase under this subdivision, means securities of the same issuer, description, issue date, and maturity.
- C. "Reverse repurchase agreement" means a sale of securities by the local agency pursuant to an agreement by which the local agency will repurchase the securities on or before a specified date and includes other comparable agreements.
- D. "Securities lending agreement" means an agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.
- E. For purposes of this section, the base value of the local agency's pool portfolio shall be that dollar amount obtained by totaling all cash balances placed in the pool by all pool participants, excluding any amounts obtained through selling securities by way of reverse repurchase agreements, securities lending agreements, or other similar borrowing methods.
- F. For purposes of this section, the spread is the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds.

10.1.k Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated "A" or better by an NRSRO. Purchases of medium-term notes shall not include other instruments authorized by this section and may not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

10.1.l Shares of beneficial interest

1. Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (o), inclusive, and that comply with the investment restrictions of this article and Article 2 (commencing with Section 53630). However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily.
2. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.).
3. If investment is in shares issued pursuant to paragraph (1), the company shall have met either of the following criteria:
 - A. Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.
 - B. Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (o), inclusive, and with assets under management in excess of five hundred million dollars (\$500,000,000).
4. If investment is in shares issued pursuant to paragraph (2), the company shall have met the following criteria:
 - A. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations.
 - B. Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (o), inclusive, and with assets under management in excess of five hundred million dollars (\$500,000,000).
5. The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge and shall not exceed 20 percent of the agency's money that may be invested pursuant to this section. However, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one mutual fund pursuant to paragraph (1).

10.1.m Moneys held by a trustee or fiscal agent and pledged to the payment of security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are not specific statutory provision, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

- 10.1.n Notes, bonds, or other obligations that are at all times secured by a valid first-priority security interest** in securities of the types listed by Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.
- 10.1.o Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond** of a maximum of five years' maturity. Securities eligible for investment under this subdivision shall be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by a nationally recognized rating service and rated in a rating category of "AA" or its equivalent or better by a nationally recognized rating service. Purchase of securities authorized by this subdivision may not exceed 20 percent of the agency's surplus money that may be invested pursuant to this section.
- 10.1.p Shares of beneficial interest issued by a joint power authority** organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (n), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing shares shall have retained an investment adviser that meets all of the following criteria:
1. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
 2. The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (n) inclusive.
 3. The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).
- 10.1.q United States dollars denominated senior unsecured unsubordinated obligations** issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA" or better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

11.0 RESTRICTIONS AND PROHIBITIONS

11.1 Restrictions set by the Treasurer

- 11.1.a** All investments purchased by the Treasurer's Office shall be of investment grade. The minimum credit rating of purchased investments shall be as defined by Government Code 53600 et. seq.
- 11.1.b** All legal securities issued by a tobacco-related company are prohibited. A tobacco-related company is defined as 1) an entity that makes smoking products from tobacco used in cigarettes, cigars and/or snuff, or for smoking in pipes or 2) a company that has

total revenues of 15 percent or more from the sale of such tobacco products. The tobacco-related issuers restricted from any investment are Alliance One, Altria Group, Inc., Auri Inc., British American Tobacco PLC, Imperial Tobacco Group PLC, Kirin International Holding Inc., Lorillard, Philip Morris International, Reynolds American, Inc., Schweitzer-Mauduit International Inc., Smokefree Innotec Inc., Star Scientific Inc., Universal Corp., and Vector Group, Ltd. The Treasury staff will update the list of tobacco-related companies when necessary.

- 11.1.c** Financial futures or financial option contracts will each be approved on a per trade basis by the County Treasurer.
- 11.1.d** Reverse repurchase agreements will be used strictly for the purpose of supplementing income with a limit of 10 percent of the total portfolio with prior approval of the Treasurer.
- 11.1.e** SBA loans require prior approval of the Treasurer in every transaction.
- 11.1.f** Securities purchased through brokers will be held in safekeeping at The Bank of New York Trust Company, N.A. or as designated by the specific contract(s) for government securities and tri-party repurchase agreements.
- 11.1.g** Swaps and Trades will each be approved on a per-trade basis by Treasurer or Assistant Treasurer.
- 11.1.h** Bank CDs or non-negotiable CDs will be collateralized at 110 percent by government securities or 150 percent by current mortgages. There will be no waiver of the first \$100,000 collateral except by special arrangement with the Treasurer.

11.2 Prohibitions by Government Code (§53601.6)

- 11.2.a** A local agency shall not invest any funds pursuant to this Article or pursuant to Article 2 (commencing with Section 53630) in inverse floaters, range notes or interest-only strips that are derived from a pool of mortgages.
- 11.2.b** A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in any security that could result in zero interest accrual if held to maturity. However, a local agency may hold prohibited instruments until their maturity dates. The limitation in this subdivision shall not apply to local agency investments in shares of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1,et seq.) that are authorized for investment pursuant to subdivision (l) of Section 53601.

12.0 INVESTMENT PARAMETERS

- 12.1 Diversification:** Investments shall be diversified so as to minimize the risk of loss and to maximize the rate of return by:
 - 1. Limiting investment to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
 - 2. Limiting investment in securities that have higher credit risks,
 - 3. Investing in securities with varying maturities, and
 - 4. Continuously investing a portion of the portfolio in readily available funds such as investment pools, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

12.2 Maximum Maturities: To the extent possible, the County Treasurer shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Treasurer will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances. The Treasurer shall adopt weighted average maturity limitations (which often range from 90 days to 3 years), consistent with the investment objectives.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as LAIF, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

12.3 Exception to Maximum Maturity: In accordance with Government Code §53601 the County Treasurer retains the right to petition the Board of Supervisors for approval to invest in securities with a final maturity in excess of five years. The Board of Supervisors adoption of any resolution allowing maturities beyond five years shall be considered an allowed modification to this policy and any investments made in accordance with the modification shall be allowable under this policy.

12.4 Investment Criteria¹: All limitations set forth in this Policy are applicable only at the time of purchase. The County Treasurer has the full discretion to rebalance the portfolio when it is out of compliance owing to various reasons, such as market fluctuation.

INVESTMENT TYPE	MAXIMUM % of PORTFOLIO	MAXIMUM MATURITY	MAXIMUM % of ISSUE	OTHER RESTRICTIONS
Bonds issued by local agencies, §53601 (a)	100%	5 years	100%	
U.S. Treasury Obligations, §53601 (b)	100%	5 years	100%	
Registered State Warrants, and CA Treasury Notes and bonds, §53601 (c)	100%	5 years	100%	
Registered Treasury Notes or Bonds of any of the other 49 state in addition to CA, §53601 (d)	100%	5 years	100%	
Bonds and Notes issued by other local agencies in California, §53601 (e)	100%	5 years	100%	
Obligations of U.S. Agencies or government sponsored enterprises, §53601 (f)	100%	5 years	100%	
U.S. Agencies Callables	100%	5 years	25%	
Bankers Acceptances), §53601 (g)			30% Aggregate	
Domestic: (\$5B min. assets)	40%	180 days		
Foreign: (\$5B min. assets)	40%	180 days	5% Aggregate	
Commercial paper, §53601 (h) and §53635 (a)	40%	270 days or less	10% Aggregate	No more than 10 % of the local agency's money may be invested in the outstanding commercial paper of any single issuer.
Negotiable Certificates of Deposit (\$5 billion minimum assets), §53601 (i)	30%	5 years	10% Aggregate	

¹ The rating requirement for each investment type is referenced in the relevant sections of California Government Code.

INVESTMENT TYPE	MAXIMUM % of PORTFOLIO	MAXIMUM MATURITY	MAXIMUM % of ISSUE	OTHER RESTRICTIONS
Repurchase Agreements secured by U.S. Treasury or agency obligation (102% collateral), §53601 (j)	100%	1 year	See limitations for Treasuries and Agencies above	Generally limited to Wells Fargo Bank, Bank of America or other institutions with whom the County treasury has executed tri-party agreements. Collateral will be held by a third party to the transaction that may include the trust department of particular banks. Collateral will be only securities that comply with Government Code 53601.
Reverse Repurchase Agreements and Securities Lending Agreements, §53601 (j)	20%	92 days	See limitations for Treasuries and Agencies above	
Corporate bonds, Medium Term Notes & Covered, §53601 (k)	30%	5 years	5% Aggregate	
Shares of beneficial interest issued by diversified mgt. companies §53601 (l)	20%	N/A	10% Aggregate	
Moneys held by a trustee or fiscal agent, §53601 (m)	20%	N/A		
Collateralized Notes, Bonds, Time Deposits, or other obligations, §53601 (n)	15%	5 years	5% Aggregate	Collateralized by the eligible securities at a percentage specified in Government Code 53652.
Mrtg Backed Securities/CMO's: Asset Backed Securities §53601 (o)	20% 20%	5 Years 5 Years	5% Aggregate	<u>No</u> Inverse Floaters <u>No</u> Range Notes <u>No</u> Interest only strips derived from a pool of mortgages
Joint Powers Authority, CalTRUST, §53601 (p)	As limited by CalTRUST	N/A	As limited by CalTRUST	
Supranational obligations §53601 (q)	30%	5 Years	100%	Rated "AA" or better by an NRSRO
Local Agency Investment Fund (LAIF), §16429.1	As Limited by LAIF	N/A	As limited by LAIF	

13.0 CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)

13.1 General Information (Gov't Code §16305.9).

13.1.a All money in the Local Agency Investment Fund shall be held in trust in the custody of the State Treasurer.

13.1.b All money in the Local Agency Investment Fund is nonstate money. That money shall be held in a trust account or accounts. The Controller shall be responsible for maintaining those accounts to record the Treasurer's accountability, and shall maintain a separate account for each trust deposit in the Local Agency Investment Fund.

13.1.c That money shall be subject to audit by the Department of Finance and to cash count as provided for in Sections 13297, 13298, and 13299. It may be withdrawn only upon the order of the depositing entity or its disbursing officers. The system that the Director of Finance has established for the handling, receiving, holding, and disbursing of state agency money shall also be used for the money in the Local Agency Investment Fund.

13.1.d All money in the Local Agency Investment Fund shall be deposited, invested, and reinvested in the same manner and to the same extent as if it were state money in the State Treasury.

13.2 Investment and Distribution of Deposits (§16429.1).

13.2.a There is in trust in the custody of the Treasurer the Local Agency Investment Fund, which fund is hereby created. The Controller shall maintain a separate account for each governmental unit having deposits in this fund.

13.2.b Notwithstanding any other provisions of law, a local governmental official, with the consent of the governing body of that agency, having money in its treasury not required for immediate needs, may remit the money to the Treasurer for deposit in the Local Agency Investment Fund for the purpose of investment.

13.2.c Notwithstanding any other provisions of law, an officer of any nonprofit corporation whose membership is confined to public agencies or public officials, or an officer of a qualified quasi-governmental agency, with the consent of the governing body of that agency, having money in its treasury not required for immediate needs, may remit the money to the Treasurer for deposit in the Local Agency Investment Fund for the purpose of investment.

13.2.d Notwithstanding any other provision of law or of this section, a local agency, with the approval of its governing body, may deposit in the Local Agency Investment Fund proceeds of the issuance of bonds, notes, certificates of participation, or other evidences of indebtedness of the agency pending expenditure of the proceeds for the authorized purpose of their issuance. In connection with these deposits of proceeds, the Local Agency Investment Fund is authorized to receive and disburse moneys, and to provide information, directly with or to an authorized officer of a trustee or fiscal agency engaged by the local agency, the Local Agency Investment Fund is authorized to hold investments in the name and for the account of that trustee or fiscal agent, and the Controller shall maintain a separate account for each deposit of proceeds.

13.2.e The local governmental unit, the nonprofit corporation, or the quasi-governmental agency has the exclusive determination of the length of time its money will be on deposit with the Treasurer.

13.2.f The trustee or fiscal agent of the local governmental unit has the exclusive determination of the length of time proceeds from the issuance of bonds will be on deposit with the Treasurer.

13.2.g The Local Investment Advisory Board shall determine those quasi-governmental agencies which qualify to participate in the Local Agency Investment Fund.

13.2.h The Treasurer may refuse to accept deposits into the fund if, in the judgment of the Treasurer, the deposit would adversely affect the state's portfolio.

13.2.i The Treasurer may invest the money of the fund in securities prescribed in Section 16430. The Treasurer may elect to have the money of the fund invested through the Surplus Money Investment Fund as provided in Article 4 (commencing with Section 16470) of Chapter 3 of Part 2 of Division 4 of Title 2.

13.2.j Money in the fund shall be invested to achieve the objective of the fund, that is to realize the maximum return consistent with safe and prudent treasury management.

13.2.k All instruments of title of all investments of the fund shall remain in the Treasurer's vault or be held in safekeeping under control of the Treasurer in any federal reserve bank, or any branch thereof, or the Federal Home Loan Bank of San Francisco, with any trust company, or the trust department of any state or national bank.

13.2.l Immediately at the conclusion of each calendar quarter, all interest earned and other increment derived from investments shall be distributed by the Controller to the contributing governmental units or trustees or fiscal agents, nonprofit corporations, and quasi-governmental agencies in amounts directly proportionate to the respective amounts deposited in the Local Agency Investment fund and the length of time the amounts remained therein. An amount equal to the reasonable costs incurred in carrying out the provisions of this section, not to exceed a maximum of one-half of one percent of the earnings of this fund, shall be deducted from the earnings prior to distribution. The amount of this deduction shall be credited as reimbursements to the state agencies having incurred costs in carrying out the provisions of this section.

13.2.m The Treasurer shall prepare for distribution a monthly report of investments made during the preceding month.

14.0 PORTFOLIO MANAGEMENT ACTIVITY

14.1 Passive Portfolio Management:

(See Section 6.0., General Strategy)

14.2 Competitive Bidding:

Investments will be purchased in the most cost effective and efficient manner by using a competitive bidding process for the purchase of securities. Competitive bidding is required from a pre-approved list of broker/dealers on all investment transactions except for new issue securities.

14.3 Reviewing and Monitoring of the Portfolio:

Monthly reports will review portfolio investments to ensure they are kept track of in a timely manner. The reports will also monitor the County Treasurer's investment practices and the results of such practices.

14.4 Portfolio Adjustments:

Certain actions may be taken if the portfolio becomes out of compliance. For instance, should a concentration limitation be exceeded due to an incident such as a fluctuation in portfolio size, the affected securities may be held to maturity to avoid losses; however, the County Treasurer may choose to rebalance the portfolio earlier to bring it back into compliance if the portfolio will not suffer any losses for selling the investment prior to maturity.

14.5 Performance Standards:

The investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis.

15.0 REPORTING

15.1 Methodology: The County Treasurer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the County Treasurer to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report shall be provided to the Chief Administrative Officer, the County Auditor, the Board of Supervisors, Treasury Oversight Committee and any pool participants [Government Code 27133(e), and 53646(b)]. The report will include the following:

1. The type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and moneys held by the County Treasurer
2. A description of any of the local agency's funds, investments, or programs that are under the management of contracted parties, including lending programs.
3. A current market value as of the date of the report of all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund, and the source of this same valuation.
4. A statement that the portfolio is in compliance with the investment policy, or the manner in which the portfolio is not in compliance.
5. A statement denoting the ability of the County Treasurer to meet its pool's expenditure requirements for the next six months, or an explanation as to why sufficient money may not be available.
6. Listing of individual securities by type and maturity date held at the end of the reporting period.
 - A. PLEDGE REPORT: Any securities that are pledged or loaned for any purpose shall be reported in the Quarterly Investment Report. The transaction detail will be provided, including purpose, beginning and termination dates and all parties to the contract. The security descriptions as to type, name, maturity date, coupon rate, CUSIP and other material information will be included.
 - B. REVERSE REPURCHASE AGREEMENTS REPORT: All reverse repurchase agreements entered into, whether active or inactive by the end of each quarter, shall be reported in the Treasurer's Quarterly Investment Report.
7. Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity.
8. Average maturity and duration of portfolio on investments as well as the yield to maturity of the portfolio as compared to applicable benchmarks.
9. Percentage of the total portfolio which each type of investment represents.
10. Whatever additional information or data may be required by the legislative body of the local agency.

15.2 Marking to Market: The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed on a regular basis.

16.0 COMPENSATION

In accordance with Government Code §§27013 and 53684, the County Treasurer will charge all pool participants for administrative and overhead costs. Costs include, but are not limited to, employee salaries and benefits, portfolio management, bank and custodial fees, software maintenance fees and other indirect costs incurred from handling and managing funds. In addition, when applicable, the costs associated with the Treasury Oversight provisions of Government Code §§ 27130-27137 shall be included as administrative costs. Costs will be deducted from interest earnings on the pool prior to apportioning and payment of interest. The County Treasurer shall annually prepare a proposed budget providing a detailed itemization of all estimated costs which comprise the administrative fee charged in accordance with Government Code §27013. The administrative fee will be subject to change. Fees will be deducted from interest earnings.

- 16.1 Deduction of Costs:** The County Treasurer deducts actual costs and makes any adjustments from the interest earning and apportions the remaining earnings to all participants based on the positive average daily balance.

17.0 CALCULATING AND APPORTIONING POOL EARNINGS

The Investment Pool Fund is comprised of monies from multiple units of the County, agencies, school districts and special districts. Each entity has unique cash flow demands, which dictate the type of investments the Treasurer's Office may purchase. To ensure parity among the pool members when apportioning interest earnings, the following procedures have been developed:

1. Interest is apportioned on at least a quarterly basis in accordance with Government Code §53684.
2. Interest is apportioned to pool participants based on the participant's average daily fund balance and the total average daily balance of deposits in the investment pool.
3. Interest is calculated on an accrual basis for all investments in the County Treasurer's investment pool and reported to the Auditor-Controller for distribution into the funds of the participants.
4. Specific fee schedules are as follow:
 - A. **Regular and Routine Investments**²

\$20 per investment transaction; i.e., \$20 at placement and \$20 at maturity.
.00333 of interest income; i.e., \$3.33 per \$1,000 of interest income.
The above is charged quarterly by journal entry.
 - B. **Special Reports and Research:** Actual staff time and materials.
 - C. **Special Bank Transactions:** Actual bank fee schedule, staff time and materials.
5. Negative average daily fund balance will be charged interest at the rate of interest that is being apportioned.

18.0 DEPOSITS AND WITHDRAWALS IN THE TREASURY

18.1 Deposit by Voluntary Participants

² Applies to directed investments as described in Section 6.2 of the Policy.

Following are the terms and conditions for deposit of funds for investment purposes by voluntary participants, i.e. entities that are not legally required to deposit their funds in the County Treasury.

18.1.a Resolution by the County Board of Supervisors authorizing the acceptance of outside participants by the County Treasury.

18.1.b Resolution by the legislative or governing body of the local agency (voluntary participant) authorizing the investment of funds pursuant to Government Code 53684.

18.1.c Treasury investments will be directed transactions. For each transaction, the local agency (voluntary participant) must indicate the fund source, the amount to be invested and the duration of the investment.

18.2 Withdrawal Request

The Treasurer's Office has established the Withdrawal of Funds Policy for all Treasury Investment Pool participants who seek to withdraw funds from the County Treasury Investment Pool for various purposes. In accordance with California State Government Code Section 27136, all participants having funds on deposit in the Pool and seeking to withdraw their funds, shall first submit a formal written request to the County Treasurer. The County Treasurer shall evaluate the withdrawal proposals of all Pool participants upon receipt of the written requests. The evaluation process may take up to 30 days. The County Treasurer reserves the right to reject any request for withdrawal if it is in the Treasurer's opinion after thorough evaluation, that the withdrawal will violate applicable laws and/or governing documents, compromise Treasurer's fiduciary responsibility, adversely impact the stability of the Pool, or harm the interests of any Pool Participant. Such rejection shall prevent the withdrawal of the funds.

Typically, participants make withdrawals for the following two reasons: a) regular operations and b) investing or depositing funds outside the Pool in accordance with California State Government Code Section 27136 (a). The County Treasurer seeks to honor all written withdrawal requests for regular operating purposes that are approved by the County Auditor-Controller's Office in a timely fashion. However, the County Treasurer recognizes that occasionally the Pool participants may request large amounts in withdrawals to cover unexpected operational needs. To accommodate such withdrawals and allow for adequate time for adjustments to the liquidity position of the Pool, the County Treasurer expects all Pool Participants to submit their written requests within the following timeframes:

- i) Withdrawals of Up to \$1 million – prior to 8:00 a.m. for same day disbursement
- ii) Withdrawals of between \$1 million to \$10 million – 1 business day in advance of disbursement
- iii) Withdrawals of more than \$10 million – 3 business day in advance of disbursement

Withdrawals of investment deposits from the County Treasury Investment Pool by any Pool participant shall coincide with investment maturities and/or authorized sale of securities by authorized personnel of the Pool Participant. Except for funds in the California State Local Agency Investment Fund, a five-business-days notification may be required when authorized sale of securities is involved. In the event that the Treasurer must liquidate investments in order to honor the withdrawal request, the Participant who requests the withdrawal shall be subject to all expenses associated with the liquidation, including, but not limited to loss of principal and interest income, withdrawal penalties, and associated fees.

To maintain full fiduciary responsibility for investment and administration of the Pool, the County Treasurer shall NOT permit statutory participants to withdraw funds from and subsequently deposit the funds outside the Pool for the purpose of investments without prior

approval of the County Treasurer. As permitted by the Government Code Section 53635, upon request the County Treasurer may enter into an investment agreement with a third party investment manager on behalf of statutory participants. However, the funds shall remain in the Pool during the entire agreement period under the care of the custodian bank retained by the County Treasurer.

Voluntary participants may withdraw funds from and subsequently deposit the funds outside the Pool for investment purposes upon the County Treasurer's approval. However, such withdrawals shall be made for the entire amount of the participant's funds deposited in the Pool. Upon completion of such withdrawals, the voluntary participants will no longer be able to participate in the Pool or receive further services from the County Treasurer's Office. NO partial withdrawals from the Pool for investment purposes are permitted.

Please refer to Withdrawal of Funds Policy, which is maintained as a separate document, for detailed guidelines and procedures.

19.0 TEMPORARY BORROWING OF POOL FUNDS

Section 6 of Article XVI of the California Constitution provides in part that "the treasurer of any city, county, or city and county shall have power and the duty to make such temporary transfers from the funds in custody as may be necessary to provide funds for meeting the obligations incurred for maintenance purposes by city, county, city and county, district, or other political subdivision whose funds are in custody and are paid out solely through the treasurer's office."

The County Auditor-Controller and the County Treasurer shall make a temporary transfer of funds to the requesting agency, not to exceed 85% of the amount of money which will accrue to the agency during the fiscal year, provided that the amount of such transfer has been determined by the County Auditor-Controller to be transferable under the constitutional and statutory provisions cited in Article XVI and has been certified by the County Treasurer-Tax Collector to be available. Such temporary transfer of funds shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year.

20.0 INVESTMENT OF BOND PROCEEDS

The County Treasurer shall invest bond proceeds using the standards of this Investment Policy. The bond proceeds will be invested in securities permitted by the bond documents. If the bond documents are silent, the bond proceeds will be invested in securities permitted by this Policy.

21.0 DISASTER RECOVERY PLAN

The Contra Costa County Treasurer's Disaster Recovery Plan includes critical phone numbers and addresses of key personnel as well as active bankers and brokers/dealers. Laptops, tablets, smart phones, and other equivalent electronic devices shall be issued to key personnel for communicating between staff, bank and broker/dealers. Copies of the plan shall be distributed to the investment staff: Assistant County Treasurer, the Treasurer's Investment Officer, and the Investment Operations Analyst. The investment staff shall interact with one another by home phone, cell phone, or e-mail to decide an alternate location from which to conduct daily operations.

In the event investment staff is unable to conduct normal business operations, the custodial bank will automatically sweep all uninvested cash into an interest bearing account at the end of the business day. Until normal business operations have been restored, the limitations on the size of an individual issuer and the percentage restrictions by investment type would be allowed to exceed those approved in this investment policy.

22.0 POLICY CONSIDERATIONS

22.1 Exemption

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

22.2 Amendments

This policy shall be reviewed on an annual basis. Any changes must be approved by the County Treasurer and any other appropriate authority.

AUTHORIZATION FOR LAIF INVESTMENTS

C.67

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

Adopted this Resolution on 04/03/2012 by the following vote:

AYES: 4 **John Giola**
 Mary N. Piepho
 Karen Mitchoff
 Federal D. Glover

NOES:

ABSENT: 1 **Gayle B. Uilkema**

ABSTAIN:

RECUSE:



Resolution No. 2012/129

Resolution of Contra Costa County in accordance with California Government Code Section 16429.1 Authorizing Investment of Monies in the Local Agency Investment Fund (Account #99-07-000)

WHEREAS, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Supervisors does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interests of the CONTRA COSTA COUNTY.

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors does hereby authorize the deposit and withdrawal of CONTRA COSTA COUNTY monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED, that the following CONTRA COSTA COUNTY officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Russell V. Watts,
Treasurer-Tax Collector

(SIGNATURE)

Brice Bins,
Chief Deputy Treasurer-Tax Collector

(SIGNATURE)

Belinda Zhu,
Assistant Treasurer

(SIGNATURE)

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

Contact: Brice Bins, 925-957-2848

ATTESTED: April 3, 2012

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

By: June McHuen, Deputy

cc:

APPROVED BROKERS

ABN AMRO, Incorporated
Alamo Capital
Bank of America Merrill Lynch
Bank of the West
Barclays Capital, Incorporated
California Arbitrage Management Program
Citigroup Global Markets
Credit Suisse
Daiwa Capital Markets America Inc.
Goldman, Sachs & Company
Government Perspectives
JP Morgan Securities LLC
Penserra Securities LLC
Prudential Securities, Incorporated
Public Financial Management, Incorporated
RBC Capital Markets, LLC
UBS Financial Services, Inc.
UnionBanc Investment Services
Wells Fargo Securities

Note: The County Treasury will not be limited to the above list. Others will be included as long as all conditions for authorized brokers and/or dealers set forth in this policy are met. Additionally, deletions and additions are based on many factors including the maintenance of required credit quality as rated by Standard and Poor's, Moody's and other recognized rating services and reliable financial sources.

APPROVED ISSUERS

Abbey National NA	PepsiCo, Inc.
American Honda Finance	PNC Bank NA
Australia & New Zealand Banking Group	Prudential
Bank of Montreal	Procter & Gamble Company
Bank of Nova Scotia	Rabobank Nederland New York
BNP Paribas	Royal Bank of Canada
Chevron	Societe Generale North America
Coca-Cola Co	Standard Chartered Bank
Commonwealth Bank of Australia	State Street Bank & Trust Co
Credit Agricole SA	Svenska Handelsbanken AB
Deere & Company	Toronto-Dominion Bank
Deutsche Bank Financial LLC	Toyota Motor Credit Corp
Exxon Mobil	UBS Financial
General Electric Capital Corp	Union Bank
General Electric Co	US Bankcorp
JPMorgan Chase & Co	Walmart
John Deere Capital Corporation	Walt Disney Company
Johnson & Johnson	Wells Fargo Bank NA
McDonald's Corporation	Westpac Banking Corp
National Australia Bank	Westamerica Bank
Nestle Capital Corp	
Nordea Bank AB	

Note: The County Treasury will not be limited to the above list in making investments. Other issuers may be considered as the County Treasury will perform additional due diligence on each investment decision. The list does not reflect the actual portfolio holdings managed by the County Treasury.

APPROVED PRIMARY DEALERS

Bank of Nova Scotia, New York Agency
BMO Capital Markets Corp.
BNP Paribas Securities Corp.
Barclays Capital Inc.
Cantor Fitzgerald & Co.
Citigroup Global Markets, Inc.
Credit Suisse Securities (USA) LLC
Daiwa Capital Markets America Inc.
Deutsche Bank Securities Inc.
Goldman, Sachs & Co.
HSBC Securities (USA) Inc.
Jefferies & Company, Inc.
J.P. Morgan Securities, Inc.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
Mizuho Securities USA Inc.
Morgan Stanley & Co. Incorporated
Nomura Securities Inc.
RBC Capital Markets, LLC
RBS Securities Inc.
SG Americas Securities, LLC
TD Securities (USA) LLC
UBS Securities LLC.

Note: The above list consists of primary dealers that serve as trading counterparties of the Federal Reserve Bank of New York in its implementation of monetary policy. These primary dealers are required to participate in all auctions of U.S. government debt. Treasury Staff will perform additional due diligence on each investment decision, and hence, may or may not use the primary dealers listed above.

GLOSSARY OF TERMS

ACCRUED INTEREST The accumulated interest due on a bond as of the last interest payment made by the issuer.

AGENCY A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

AMORTIZATION The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

AVERAGE LIFE The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

BANKERS ACCEPTANCES A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank “accepts” such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. The commercial bank assumes primary liability once the draft is accepted.

BASIS POINT A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of one percent of yield. For example, if interest rates increase from 8.25% to 8.50%, the difference is referred to as a 25-basis-point increase.

BENCHMARK A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio’s investment.

BID The indicated price at which a buyer is willing to purchase a security or commodity.

BLUE SKY LAWS Common term for state securities law, which vary from state to state. Generally refers to provision related to prohibitions against fraud, dealer and broker regulations and securities registration.

BOND A bond is essentially a loan made by an investor to a division of the government, a government agency or a corporation. The bond is a promissory note to repay the loan in full at the end of a fixed time period. The date on which the principal must be repaid is called the maturity date or maturity. In addition, the issuer of the bond, that is the agency or corporation receiving the loan proceeds and issuing the promissory note, agrees to make regular payments of interest at a rate initially stated on the bond. Bonds are rated according to many factors, including cost, degree of risk and rate of income.

BOOK VALUE Refers to value of a held security as carried in the records of an investor. May differ from current market value of the security.

BROKER/DEALER Any person engaged in the business of effecting transaction in securities in this state for the account of others or for her/his own account. Broker/dealer also includes a person engaged in

the regular business of issuing or guaranteeing options with regard to securities not of her/his own issue.

CALLABLE BOND A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CALL PRICE The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for the loss of income and ownership.

CALL RISK The risk to the bondholder that a bond may be redeemed prior to maturity.

CASH SALE/PURCHASE A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

CERTIFICATES OF DEPOSIT (CD) Certificates issued against funds deposited in a commercial bank for a definite period of time and earning a specified rate of return. They are issued in two forms, negotiable and non-negotiable.

CLEAN UP CALL An action of a debt instrument issuer requiring early redemption of the instrument to reduce its own administrative expenses. This normally occurs when the principal outstanding is significantly reduced to a small amount, e.g., less than 10% of the original issue.

COLLATERALIZATION Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

COMMERCIAL PAPER Short-term, unsecured promissory notes issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30-45 days.

CONVEXITY A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

COUPON RATE The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the "interest rate."

CREDIT QUALITY The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

CREDIT RISK The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CURRENT YIELD (CURRENT RETURN) A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

CUSIP NUMBERS CUSIP is an acronym for Committee on Uniform Security Identification Procedures. CUSIP numbers are identification numbers assigned each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

DELIVERY VERSUS PAYMENT (DVP) A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

DERIVATIVE SECURITY Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

DISCOUNT The amount by which the par value of a security exceeds the price paid for the security.

DIVERSIFICATION A process of investing assets among a range of security types by sector, maturity, and quality rating.

DURATION A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

EARNINGS APPORTIONMENT The quarterly interest distribution of the Pool Participants where the actual investment costs incurred by the Treasurer are deducted from the interest earnings of the Pool

FAIR VALUE The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

FEDERAL FUNDS (FED FUNDS) Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered to be immediately available funds.

FEDERAL FUNDS RATE Interest rate charged by one institution lending federal funds to the other.

FEDERAL OPEN MARKET COMMITTEE (FOMC) This committee sets Federal Reserve guidelines regarding purchases and sales of government securities in the open market as a means of influencing the volume of bank credit and money.

FIDUCIARY An individual who holds something in trust for another and bears liability for its safekeeping.

FLOATING RATE NOTE A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g., Treasury bills, LIBOR, etc.).

FUTURES Commodities and other investments sold to be delivered at a future date.

GOVERNMENT SECURITIES An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes and Bonds."

INTEREST RATE See “Coupon Rate.”

INTERNAL CONTROLS An internal control structure is designed to ensure that the assets of the Treasurer’s Investment Pool are protected from loss, theft, or misuse, and to provide reasonable assurance that this objective is met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

Internal controls should address the following points:

1. Control of collusion—Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. Separation of transaction authority from accounting and record keeping—By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. Custodial safekeeping—Securities purchased from a bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. Avoidance of physical delivery securities—Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. Clear delegation of authority to subordinate staff members—Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. Written confirmation of transactions for investments and wire transfers—Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. Development of a wire transfer agreement with the lead bank and third-party custodian—The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

INVERSE FLOATERS An adjustable interest rate note keyed to various indices such as LIBOR, commercial paper, federal funds, treasuries and derivative structures. The defined interest rate formula is the opposite or inverse of these indices. Interest rates and pay dates may reset daily, weekly, monthly, quarterly, semi-annually or annually.

INVERTED YIELD CURVE A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

INVESTMENT COMPANY ACT OF 1940 Federal legislation which sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

INVESTMENT POLICY A concise and clear statement of the objectives and parameters formulated by the investor or investment manager for a portfolio of investment securities.

INVESTMENT-GRADE OBLIGATIONS An investment instrument suitable for purchase by institutional investors under the prudent person rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

LIQUIDITY Usually refers to the ability to convert assets (such as investments) into cash.

LOCAL AGENCY INVESTMENT FUND (LAIF) The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

MAKE WHOLE CALL A type of call provision on a bond allowing the borrower to pay off remaining debt early. The borrower has to make a lump sum payment derived from a formula based on the net present value of future coupon payments that will not be paid because of the call.

MARK TO MARKET Valuing the inventory of held securities at its current market value.

MARKET RISK The risk that the value of a security will rise or decline as a result of changes in market conditions.

MARKET VALUE Price at which a security can be traded in the current market.

MASTER REPURCHASE AGREEMENT A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transaction. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY The date upon which the principal of a security becomes due and payable to the holder.

MEDIUM-TERM NOTES (MTNS) Corporate debt obligations continuously offered in a broad range of maturities. MTNs were created to bridge the gap between commercial paper and corporate bonds. The key characteristic of MTNs is that they are issued on a continuous basis.

MONEY MARKET INSTRUMENTS Private and government obligations of one year or less.

MONEY MARKET MUTUAL FUNDS Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, banker's acceptances, repos and federal funds).

MUTUAL FUND An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by the following Securities and Exchange Commission (SEC) disclosure guidelines:

1. Report standardized performance calculations.

2. Disseminate timely and accurate information regarding the fund's holdings, performance, management and general investment policy.
3. Have the fund's investment policies and activities supervised by a board of trustees, which are independent of the adviser, administrator or other vendor of the fund.
4. Maintain the daily liquidity of the fund's shares.
5. Value their portfolios on a daily basis.
6. Have all individuals who sell SEC-registered products licensed with a self-regulating organization (SRO) such as the National Association of Securities Dealers (NASD).
7. Have an investment policy governed by a prospectus which is updated and filed by the SEC annually.

MUTUAL FUND STATISTICAL SERVICES Companies that track and rate mutual funds, e.g., IBC/Donoghue, Lipper Analytical Services and Morningstar.

NATIONAL ASSOCIATION OF SECURITIES DEALERS (NASD) A self-regulatory organization (SRO) of brokers and dealers in the over-the counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

NEGOTIABLE CERTIFICATES OF DEPOSIT May be sold by one holder to another prior to maturity. This is possible because the issuing bank agrees to pay the amount of the deposit plus interest earned to the bearer of the certificate at maturity.

NET ASSET VALUE The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below)

$$\frac{[(\text{Total assets}) - (\text{Liabilities})]}{(\text{Number of shares outstanding})}$$

NO LOAD FUND A mutual fund which does not levy a sales charge on the purchase of its shares.

NOMINAL YIELD The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," "coupon rate," or "interest rate."

NON-NEGOTIABLE CERTIFICATES OF DEPOSIT For public funds, these certificates are collateralized and are not money market instruments since they cannot be traded in the secondary market. They are issued on a fixed-maturity basis and often pay higher interest rates than are permissible on other savings or time-deposit accounts.

OFFER The price of a security at which a person is willing to sell.

OPTION A contract that provides the right, but not the obligation, to buy or to sell a specific amount of a specific security within a predetermined time period. A call option provides the right to buy the underlying security. A put option provides the right to sell the underlying security. The seller of the contracts is called the writer.

PAR Face value of principal value of a bond, typically \$1,000 per bond.

PAR VALUE The stated or face value of a security expressed as a specific dollar amount marked on the face of the security; the amount of money due at maturity. Par value should not be confused with market value.

POSITIVE YIELD CURVE A chart formation that illustrates short-term securities having lower yields than long-term securities.

PREMIUM The amount by which the price paid for a security exceeds par value, generally representing the difference between the nominal interest rate and the actual or effective return to the investor.

PRIME RATE A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

PRINCIPAL The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

PROSPECTUS A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

PRUDENT PERSON RULE An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

RANGE NOTES A security whose rate of return is pegged to an index. The note defines the interest rate minimum or floor and the interest rate maximum or cap. An example of an index may be federal funds. The adjustable rate of interest is determined within the defined range of the funds.

RATE OF RETURN The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond and the current income return.

REINVESTMENT RISK The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

REPURCHASE AGREEMENT OR RP OR REPO An agreement consisting of two simultaneous transactions whereby the investor purchases securities from a bank or dealer and the bank or dealer agrees to repurchase the securities at the same price on a certain future date. The interest rate on a RP is that which the dealer pays the investor for the use of his funds. Reverse repurchase agreements are the mirror image of the RPs when the bank or dealer purchases securities from the investor under an agreement to sell them back to the investor.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO) An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

RULE 2A-7 OF THE INVESTMENT COMPANY ACT Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13-month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar (\$1.00).

SAFEKEEPING Holding of assets (e.g., securities) by a financial institution.

SECURITIES LENDING A transaction wherein the Treasurer's Pool transfers its securities to a broker/dealer or other entities for collateral which may be cash or securities and simultaneously agrees to return the collateral for the same securities in the future.

SERIAL BOND A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

SETTLEMENT DATE The date used in price and interest computations, usually the date of delivery.

SINKING FUND Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

SLUGS An acronym for State and Local Government Series. SLUGS are special United States Government securities sold by the Secretary of the Treasury to states, municipalities and other local government bodies through individual subscription agreements. The interest rates and maturities of SLUGS are arranged to comply with arbitrage restrictions imposed under Section 103 of the Internal Revenue Code. SLUGS are most commonly used for deposit in escrow in connection with the issuance of refunding bonds.

STRIPS US Treasury acronym for "separate trading of registered interest and principal of securities." Certain registered Treasury securities can be divided into separate interest and principal components, which may then be traded as separate entities.

SWAP Generally refers to an exchange of securities, with essentially the same par value, but may vary in coupon rate, type of instrument, name of issuer and number of days to maturity. The purpose of the SWAP may be to enhance yield, to shorten the maturity or any benefit deemed by the contracting parties.

TERM BONDS Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

TOTAL RETURN The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period: $(\text{Price Appreciation}) + (\text{Dividends paid}) + (\text{Capital gains}) = \text{Total Return}$

TREASURY SECURITIES Debt obligations of the United States Government sold by the Treasury Department in the form of bills, notes and bonds:

1. **Bills** Short-term obligations that mature in one year or less and are sold at a discount in lieu of paying periodic interest.
2. **Notes** Interest-bearing obligations that mature between one year and 10 years.
3. **Bonds** Interest-bearing long-term obligations that generally mature in 10 years or more.

UNIFORM NET CAPITAL RULE SEC Rule 15C3-1 outlining capital requirements for broker/dealers.

U.S. AGENCY OBLIGATIONS Federal agency or United States government-sponsored enterprise obligations, participants, or other instruments. The obligations are issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

U.S. TREASURY OBLIGATIONS Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the U.S. and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

VOLATILITY A degree of fluctuation in the price and valuation of securities.

“VOLATILITY RISK” RATING A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns (“S1+” by S&P) to those that are highly sensitive with currently identifiable market volatility risk (“S6” by S&P).

WEIGHTED AVERAGE MATURITY (WAM) The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

WHEN ISSUED (WI) A conditional transaction in which an authorized new security has not been issued. All “when issued” transactions are settled when the actual security is issued.

YIELD The current rate of return on an investment security generally expressed as a percentage of the security’s current price.

YIELD-TO-CALL (YTC) The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

YIELD CURVE A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

YIELD-TO-MATURITY The rate of return yielded by a debt security held to maturity when both interest payments and the investor’s potential capital gain or loss are included in the calculation of return.

ZERO-COUPON SECURITY A security that makes no periodic interest payments but instead is sold at a discount from its face value.

Contra Costa County Investment Pool

Fund Credit Quality Ratings Definitions

AAAf The fund's portfolio holdings provide extremely strong protection against losses from credit defaults.

AAf The fund's portfolio holdings provide very strong protection against losses from credit defaults.

Af The fund's portfolio holdings provide strong protection against losses from credit defaults.

BBBf The fund's portfolio holdings provide adequate protection against losses from credit defaults.

BBf The fund's portfolio holdings provide uncertain protection against losses from credit defaults.

Bf The fund's portfolio holdings exhibit vulnerability to losses from credit defaults.

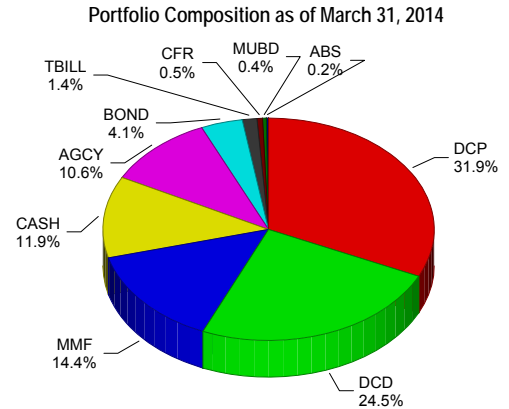
CCCf The fund's portfolio holdings make it extremely vulnerable to losses from credit defaults.

Plus (+) or Minus (-) The ratings from 'AAf' to 'CCCf' may be modified to show relative standing within the major rating categories.

Fund Credit quality ratings, identified by the 'f' subscript, are assigned to bond funds and other actively managed funds that exhibit variable net asset values. These ratings are current assessments of the overall credit quality of a fund's portfolio. The ratings reflect the level of protection against losses from credit defaults and are based on an analysis of the credit quality of the portfolio investments and the likelihood of counterparty defaults.

About the Pool

Pool Rating	AAAf / S1+
Pool Type	Variable NAV Government Investment Pool
Investment Adviser	Contra Costa Cnty
Portfolio Manager	Russell Watts & Brice Bins
Pool Rated Since	November 2007
Custodian	Bank of New York Mellon (The)



DCP - Commercial Paper; DCD - Fixed Rate Certificate of Deposit; MMF - Money Market Fund; CASH - Cash; AGCY - Agency Fixed Rate; BOND - Corporate Fixed Rate; TBILL - US Treasury Bill; CFR - Corporate Floating Rate; MUBD - Municipal Bonds; ABS - Asset-Backed Security

*As assessed by Standard & Poor's

Pool Highlights

- The Contra Costa County Investment Pool maintains Standard & Poor's highest pool credit quality rating of 'AAAf' and fund volatility rating of 'S1+'.
- The weighted average maturity is typically managed below 180 days to provide investors with ample liquidity.

Management

The county of Contra Costa, California, was incorporated in 1850 as one of the original 27 counties of the state of California and is one of nine counties in the San Francisco-Oakland Bay Area. The Contra Costa County Investment Pool is managed by the Treasurer/Tax Collector, which acts as a depository for more than 40 units of local government, including funds of the county school districts, special districts, and other entities. The county maintains a contract with The Bank of New York Mellon to provide custodial services for the pool.

The primary objective of the pool is to safeguard the principal of the pool under its control. The secondary objective is to meet the depositors' liquidity needs. The third objective is to achieve a return on the pool under its control. The Contra Costa County Investment Pool operates under a directed investment policy in which the withdrawal of funds in the Treasury shall coincide with investment maturities or authorized sale of securities by the local agency's legislative or governing body.

Credit Quality

The pool's credit quality is managed to maintain an overall quality of 'AAA'. Short-term investments are typically limited to issuers rated 'A-1/P-1' or better, and long-term investments are typically limited to 'A' or better. The weighted average maturity of the pool is

typically managed to less than 180 days.

Portfolio Assets

The Contra Costa County Investment Pool is invested in accordance with the county's investment policy and the state of California's government code. Based on these guidelines, the pool is generally invested in U.S. Treasuries, U.S. agencies, municipal bonds, money-market instruments, repurchase agreements, banker's acceptances, commercial paper, negotiable certificates of deposit, corporate notes, medium-term notes, and time deposits. The pool also consists of investments managed by outside contractors, which includes Local Agency Investment Fund (LAIF), Wells Capital Management, and CalTRUST.

The fund's 'AAAf' rating signifies that the pool's portfolio holdings provide extremely strong protection against losses from credit defaults. The fund's 'S1+' volatility rating indicates the pool's extremely low sensitivity to changing market conditions. Pools rated 'S1+' possess an aggregate level of risk that is less than or equal to that of a portfolio comprised of the highest-quality, fixed-income instruments with an average maturity of one year or less. In order to maintain current and accurate ratings, we monitor the portfolio holdings monthly.

Standard & Poor's Analyst: Michael Masih - (1) 212-438-1642

www.standardandpoors.com

Participants should consider the investment objectives, risks, charges and expenses of the pool before investing. The investment guidelines which can be obtained from your broker-dealer, contain this and other information about the pool and should be read carefully before investing.

Volatility Ratings Definitions

S1 Low sensitivity to changing market conditions. Within this category of (S-1) certain funds may be designated with a plus sign (+). This indicates the fund's extremely low sensitivity to changing market conditions.

S2 Low to moderate sensitivity to changing market conditions.

S3 Moderate sensitivity to changing market conditions.

S4 Moderate to high sensitivity to changing market conditions.

S5 High sensitivity to changing market conditions.

S6 Highest sensitivity to changing market conditions.

Volatility ratings evaluate the fund's sensitivity to interest rate movements, credit risk, investment diversification or concentration, liquidity, leverage, and other factors.

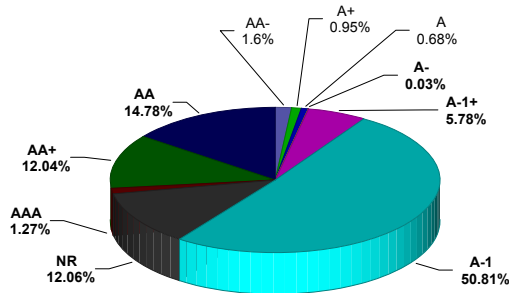
Not all bond funds have volatility ratings

Data Bank as of March 31, 2014

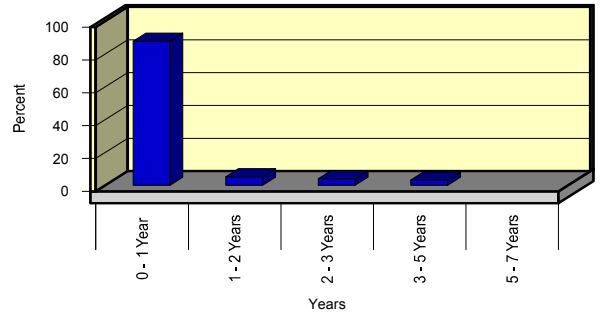
Ticker Symbol..... N/A
 NAV..... \$1.00

Net Assets (millions)..... \$2,170.00
 Inception Date..... N/A

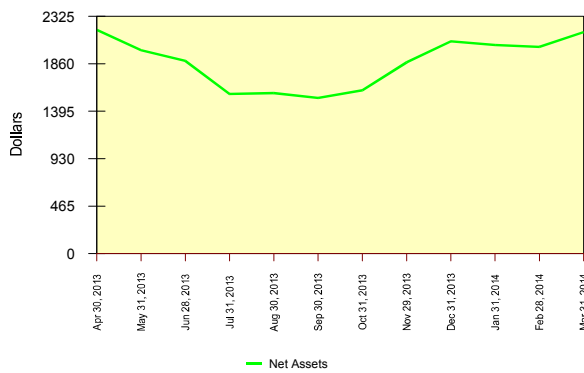
Portfolio Credit Quality as of March 31, 2014 *



Portfolio Maturity Distribution as of March 31, 2014



Net Assets as of March 31, 2014



Top Ten Holdings as of March 31, 2014

Security	%	Security	%
LOCAL AGENCY INVESTMENT FUND	9.45	UNION BANK OF CALIFORNIA	5.90
BNP PARIBAS	9.16	BANK OF NOVA SCOTIA	5.39
ABBEY NATIONAL	8.14	TMCC	4.94
SOCIETE GENERALE	7.32	CALTRUST SHORT TERM FUND	4.80
CREDIT AGRICOLE	7.32	FHLB	2.94

A Volatility Rating is not a credit rating. Standard & Poor's is neither associated nor affiliated with the fund.

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Scott Anderson

Manteca, CA 95337

Objective	Chief Business Official
Education	California State University, Fresno, Bachelor of Science , 1987 Association of California School Administrators, School Business Managers Academy , 2002 FCMAT, CASBO, SSC, CCSESA, CBO Mentor Program (first cohort), March 2005
Experience	<p>San Ramon Valley Unified School District (February 2013 – present), 699 Old Orchard Drive, Danville, CA 94526. Chief Business Officer – Report to the Superintendent. Responsibilities include budgeting, finance, accounting, payroll, risk management, purchasing, warehouse and food services. Significant accomplishments include successful implementation of new school funding formula and development of district accountability plans, participation in successful collective bargaining with multiple unions and improvements in business systems and procedures including position control</p> <p>San Joaquin County Office of Education (September 2011 – February, 2013), 2901 Arch-Airport Road, Stockton, CA 95206. Division Director, Operations and Support Services – Report to the Deputy Superintendent of Business. Responsibilities include facilities construction and maintenance, purchasing, contract approval/administration, risk management and special projects. Significant accomplishments include construction of charter school facilities, implementation of new finance system in purchasing and implementation of electronic work order/facilities scheduling systems.</p> <p>Brentwood Union School District (May 2005 – September 2011), 255 Guthrie Lane, Brentwood, CA 94513. Chief Business Official – Reported to the Superintendent. Responsibilities included budgeting and finance, facilities, risk management, maintenance, grounds, food service, purchasing and technology. Significant accomplishments include implementation of Just-In-Time general and custodial supply program, implementation of position control, hands-on and direct management of district construction and facilities planning program in rapidly growing district.</p> <p>Manteca Unified School District (November 2000 – May 2005), 2901 E. Louise Ave, Lathrop, CA 95330. Director, Business Services – Reported to the Assistant Superintendent of Business. Responsibilities included transportation, food service, maintenance and operations, grounds, purchasing, warehousing and special projects. Significant accomplishments included implementation of district print shop, construction and implementation of district wide area wireless network and development and implementation of Just-In-Time custodial supply process.</p> <p>Guidant Corporation (April 1994 – November 2000), 1360 O'Brien Drive, Menlo Park, CA. Director, Manufacturing Engineering – Reported to the Vice President of Manufacturing. Guidant Corporation designed and manufactured minimally invasive surgical devices. In this capacity, responsibilities included all manufacturing engineering and facilities support for current and future products, maintenance and calibration of tooling, facilities and site security. Prior to being promoted to Director, previous positions in this company included Senior Manager, Manufacturing Engineering, Manager, Manufacturing Engineering and Senior Supervisor, Manufacturing.</p> <p>Amdahl Corporation (July 1989 – April 1994), 1220 East Arques Ave, Sunnyvale, CA. Senior Industrial Engineer – Responsible for manufacturing space and capacity planning for a multi-facility main frame computer manufacturing operation. Prior to being promoted to this position, other positions in this company included Industrial Engineer and Manufacturing Supervisor.</p> <p>Xidex Corporation (May 1988 – July 1989), 5440 Patrick Henry Drive, Santa Clara, CA Manufacturing Supervisor – Supervised 30 employees in computer storage disk and cartridge assembly and testing process.</p>
Skills	Leadership and team building, developing and managing substantial budgets, policy and procedure writing, process analysis and continuous improvement, presentations, people, communication and motivational skills.
References	Furnished upon request.



Contra
Costa
County

For Office Use Only
Date Received:

For Reviewers Use Only:
Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:
Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292
PLEASE TYPE OR PRINT IN INK
(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

Treasury Oversight Committee

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. Name: Anderson Douglas Scott
(Last Name) (First Name) (Middle Name)

2. Address: [Redacted] Manteca, CA 95337
(No.) (Street) (Apt.) (City) (State) (Zip Code)

3. Phones: [Redacted]
(Home No.) (Work No.) (Cell No.)

4. Email Address: [Redacted]

5. EDUCATION: Check appropriate box if you possess one of the following:

High School Diploma G.E.D. Certificate California High School Proficiency Certificate

Give Highest Grade or Educational Level Achieved Bachelor of Science

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) California State University, Fresno	Industrial Technology	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			B.S.	1987
B) Fresno City College		Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>				
C)		Yes No <input type="checkbox"/> <input type="checkbox"/>				
D) Other schools / training completed: Business Managers Academy, CBO Mentor Program	Course Studied School Business	Hours Completed	Certificate Awarded: Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year) From <input type="text" value="2/2013"/> To <input type="text" value="present"/> Total: Yrs. <input type="text" value="2"/> Mos. <input type="text" value="3"/> Hrs. per week <input type="text" value="40"/> . Volunteer <input type="checkbox"/></p>	<p>Title <input type="text" value="Chief Business Officer"/> Employer's Name and Address <input type="text" value="San Ramon Valley Unified School District"/> <input type="text" value="699 Old Orchard Drive"/> <input type="text" value="Danville, CA 94526"/></p>	<p>Duties Performed <input type="text" value="Responsibilities include budgeting, finance, accounting, payroll, risk management, purchasing, warehouse and food services."/></p>
<p>B) Dates (Month, Day, Year) From <input type="text" value="9/2011"/> To <input type="text" value="2/2013"/> Total: Yrs. <input type="text" value="1"/> Mos. <input type="text" value="5"/> Hrs. per week <input type="text" value="40"/> . Volunteer <input type="checkbox"/></p>	<p>Title <input type="text" value="Division Director"/> Employer's Name and Address <input type="text" value="San Joaquin County Office of Education"/> <input type="text" value="2901 Arch-Airport Road, Stockton, CA"/> <input type="text" value="95206"/></p>	<p>Duties Performed <input type="text" value="Responsibilities include facilities construction and maintenance, purchasing, contract approval/ administration, risk management and special projects."/></p>
<p>C) Dates (Month, Day, Year) From <input type="text" value="5/2005"/> To <input type="text" value="9/2011"/> Total: Yrs. <input type="text" value="6"/> Mos. <input type="text" value="4"/> Hrs. per week <input type="text" value="40"/> . Volunteer <input type="checkbox"/></p>	<p>Title <input type="text" value="Chief Business Official"/> Employer's Name and Address <input type="text" value="Brentwood Union School District"/> <input type="text" value="255 Guthrie Lane, Brentwood, CA 94513"/></p>	<p>Duties Performed <input type="text" value="Responsibilities included budgeting and finance, facilities, risk management, maintenance, grounds, food service, purchasing and technology."/></p>
<p>D) Dates (Month, Day, Year) From <input type="text" value="11/2000"/> To <input type="text" value="5/2005"/> Total: Yrs. <input type="text" value="4"/> Mos. <input type="text" value="6"/> Hrs. per week <input type="text" value="40"/> . Volunteer <input type="checkbox"/></p>	<p>Title <input type="text" value="Director, Business Services"/> Employer's Name and Address <input type="text" value="Manteca Unified School District"/> <input type="text" value="2901 E. Louise Ave, Lathrop, CA 95330"/></p>	<p>Duties Performed <input type="text" value="Responsibilities included transportation, food service, maintenance and operations, grounds, purchasing, warehousing and special projects."/></p>

7. How did you learn about this vacancy?

CCC Homepage Walk-In Newspaper Advertisement District Supervisor Other County Office of Education

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No Yes

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No Yes

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name: [REDACTED] Date: 6/1/2015

Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: **651 Pine Street, Room 106, Martinez, CA 94553.**
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA and for
Special Districts, Agencies and Authorities Governed by the Board Adopted Resolution
no. 2011/55 on 2/08/2011 as follows:**

IN THE MATTER OF ADOPTING A POLICY MAKING FAMILY MEMBERS OF THE BOARD OF SUPERVISORS INELIGIBLE FOR APPOINTMENT TO BOARDS, COMMITTEES OR COMMISSIONS FOR WHICH THE BOARD OF SUPERVISORS IS THE APPOINTING AUTHORITY

WHEREAS the Board of Supervisors wishes to avoid the reality or appearance of improper influence or favoritism;

NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted:

I. SCOPE: This policy applies to appointments to any seats on boards, committees or commissions for which the Contra Costa County Board of Supervisors is the appointing authority.

II. POLICY: A person will not be eligible for appointment if he/she is related to a Board of Supervisors' Member in any of the following relationships:

1. Mother, father, son, and daughter;
2. Brother, sister, grandmother, grandfather, grandson, and granddaughter;
3. Great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, and great-granddaughter;
4. First cousin;
5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
7. Registered domestic partner, pursuant to California Family Code section 297.
8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.



Joseph A. Ovick, Ed.D., Superintendent of Schools

77 Santa Barbara Road • Pleasant Hill, CA 94523 • (925) 942-3388

May 18, 2015

Russell V. Watts
Treasurer-Tax Collector
Contra Costa County
625 Court Street, Room 100
Martinez, CA 94553

Dear Rusty:

I am pleased to announce the election of Scott Anderson, Chief Business Officer of San Ramon Valley Unified School District, as the district representative member (category 2, seat #1) of the Treasury Oversight Committee (TOC). Scott will finish out Chris Learned's term ending June 30, 2016, due to Chris' retirement.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen Sakata". The signature is fluid and cursive.

Karen Sakata
Superintendent of Schools
Contra Costa County

KS:mj

cc: Scott Anderson, Chief Business Officer, SRVUSD
Chris Learned, Associate Superintendent, Business Services, AUHSD
Bill Clark, Associate Superintendent, Business Services, CCCOE



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: August 18, 2015

Subject: REAPPOINT the following individuals to the District IV Seats on the First 5 Children and Families Commission

RECOMMENDATION(S):

REAPPOINT the following individuals to the District IV Seats on the First 5 Children and Families Commission:

District IV Seat:
Gareth Ashley
200 Parkside Drive
Concord, CA 94519

District IV Alternate Seat:
Matt Regan
1590 Terry Way
Pleasant Hill, CA 94523

FISCAL IMPACT:

None.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Lisa Chow, (925)
521-7100

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

By: , Deputy

cc:

BACKGROUND:

The Contra Costa County Board of Supervisors established the First 5 Contra Costa Children and Families Commission on June 15, 1999 (Ordinance 99-15). The Board appointed nine Commission members and nine Alternate members on September 1, 1999.

Members include one Supervisor from the County Board of Supervisors, the directors of the County Departments of Health Services, Employment and Human Services, and a representative from the County Administrator's Office of Children's Services. The other five members of the Commission are appointed by the Board of Supervisors and represent each Supervisory District.

Commissioners and Alternate Commission members represent various disciplines and backgrounds including pediatrics, early childhood education, child welfare, and schools. Alternate members, including second representatives from the Board of Supervisors, the county agencies mentioned above, and the five districts, hold all the powers of the appointed Commissioners except voting privileges.

CONSEQUENCE OF NEGATIVE ACTION:

The seats will become vacant.

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: August 18, 2015

Subject: Reappoint Don Woodrow to the County Library Commission District 1 seat.

RECOMMENDATION(S):

Supervisor Gioia wishes to reappoint Don Woodrow to the County Library Commission District 1 seat, to serve a term ending on June 30, 2016

FISCAL IMPACT:

None

BACKGROUND:

The Contra Costa County Library Commission serves in an advisory capacity to the Board of Supervisors and the County Librarian; providing a community linkage to the County Library; establishing a forum for the community to express its views regarding goals and operations of the County Library; assisting the Board of Supervisors and the County Librarian to provide library services based on assessed public needs; and developing and recommending proposals to the Board of Supervisors and the County Librarian for the betterment of the County Library including, but not limited to, such efforts as insuring a stable and adequate funding level for the libraries in the County.

Don Woodrow has been serving successfully on the County Library Commission and Supervisor Gioia wishes to reappoint him.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: James Lyons,
510-231-8692

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: August 18, 2015

Subject: APPOINT Matthew Bacinskas to Economic Opportunity Council, Low Income Sector Seat No. 1

RECOMMENDATION(S):

APPOINT Matthew Bacinskas to Low-Income Sector Seat No. 1 of the Contra Costa County Economic Opportunity Council with term end date of June 30, 2019 as recommended by the Employment & Human Services Director.

FISCAL IMPACT:

None

BACKGROUND:

The Economic Opportunity Council (EOC) Low Income Sector Seat No. 1 became vacant on July 1, 2015 when the incumbent chose not to renew her appointment that expired on June 30, 2015. The EOC has a Low Income Sector Alternate Seat with an incumbent. The EOC recommends that the incumbent of the alternate seat, Mr. Matthew Bacinskas, be appointed to the Low Income Sector Seat No.1 to allow for continuity of EOC business. A board order regarding Mr. Bacinskas' resignation of the alternate seat is also today's BOS agenda.

Mr. Bacinskas was appointed to the Low Income Alternate seat on March 10, 2015. He resigned the seat on July 9, 2015 and was recommended by the EOC for appointment to the vacant Low Income Sector Seat No.1. Mr. Bacinskas address is: 301 Santa Fe Ave., Richmond, CA 94801.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: CSB (925)
681-6347

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

By: , Deputy

cc: Tom Stewart, Cassandra Youngblood, Nancy Sparks

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Economic Opportunity Council will be unable to conduct routine business.

CHILDREN'S IMPACT STATEMENT:

None



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: August 18, 2015

Subject: DECLARE Vacant the Low-Income Alternate Seat on the Economic Opportunity Council

RECOMMENDATION(S):

ACCEPT resignation of Matthew Bacinkas, DECLARE a vacancy in the Economic Opportunity Council Low-Income Alternate Seat, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment & Human Services Director.

FISCAL IMPACT:

None

BACKGROUND:

Mr. Bacinkas was appointed by the Board on March 10, 2015 to the Low Income Sector Alternate seat with a term end date of June 30, 2016. He resigned the position effective July 9, 2015 to seek appointment to the Low Income Sector seat No. 1 as recommended by the EOC.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Economic Opportunity will not be able to fill the vacancy.

CHILDREN'S IMPACT STATEMENT:

None

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: CSB, (925)
681-6347

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

By: , Deputy

cc: Thomas Stewart, Nancy Sparks, Cassandra Youngblood



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Establish the classification of Public Health Mobile Clinic Operator in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21649 to establish the classification of Public Health Mobile Clinic Operator (VMTB) (represented) and allocate to the salary schedule at salary plan and grade level QS5 1160 (\$3,510-\$4,266); and reclassify eight (8) positions #8262, #13663, #13664, #13665, #14629, #14639, #15562 and #15755 and their incumbents in the Health Services Department.

FISCAL IMPACT:

Upon approval, this action has an annual cost of approximately \$74,793, with \$23,913 in pension costs already included. The entire cost is funded through 100% Federally Qualified Health Care revenues.

BACKGROUND:

The Health Services Department is requesting to establish a new classification in order to properly classify and compensate the incumbents who operate the mobile health clinic vehicles assigned to Public Health Clinic Services' school-based medical services program. These mobile health clinics are currently operated by eight (8) Driver Clerks who are performing significantly higher level duties and responsibilities

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Jo-Anne Linares, (925) 957-5240

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

By: , Deputy

cc: , James Hicks, Jo-Anne Linares, Marta Goc

BACKGROUND: (CONT'D)

in comparison to other Driver Clerks who are primarily responsible for messenger and delivery services. In addition to driving mobile health clinics to designated sites and providing direct assistance to medical staff with patient coordination, incumbents are responsible for performing clinic front office management duties which include greeting patients, managing waiting area, scheduling appointments, collecting personal and confidential information, utilizing electronic records management systems, providing public with information, verifying medical coverage and resolving any associated issues. The incumbents are responsible for set up and take down of the clinic vans, maintenance of the waste water systems, inspection of the vehicle's condition and reporting maintenance needs.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Driver Clerks assigned to operate Public Health's Mobile Clinics in the County's School-Based Clinic Services Program will not be appropriately classified and compensated.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P-300 #21649

POSITION ADJUSTMENT REQUEST

NO. 21649
DATE 3/30/2015

Department Health Services Department No./
Budget Unit No. 0540 Org No. 6418 Agency No. A18

Action Requested: Establish the classification of Public Health Mobile Clinic Operator, allocate it to the salary schedule at salary grade plan and level QS5-1160 (\$3,510 - \$4266), and reclassify positions #8262, #13663, #13664, #13665, #13666, #14629, #14639, #15562, and #15755 in the Health Services Department.

Proposed Effective Date: 5/1/2015

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 \$74,793.00 Net County Cost \$0.00
Total this FY \$46,640.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Federally Qualified Health Care revenue

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

4/13/2015

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 7/29/2015

Establish the classification of Public Health Mobile Clinic Operator (VMTB) (represented) and allocate to the salary schedule at salary plan and grade level QS5 1160 (\$3,510- \$4,266), and reclassify positions #8262, #13663, #13664, #13665, #14629, #14639, #15562 and #15755 and their incumbents in the Health Services Department.

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

Effective: Day following Board Action.

7/1/2015(Date)

Marta Goc

7/29/2015

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

8/10/2015

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 8/10/2015

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: Robert Campbell, Auditor-Controller
Date: August 18, 2015

Subject: P300 No. 21717 to add one Payroll Systems Accountant in the Office of the Auditor-Controller

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21712 to add one (1) Payroll Systems Accountant (SATC) (represented) position at salary plan and grade ZB5 1694 (\$5,956 - \$7,239) in the Office of the Auditor-Controller.

FISCAL IMPACT:

Upon approval, this action would result in a total annual cost of \$126,524, including pension costs of \$24,310. The cost for this action will be 100% general fund.

BACKGROUND:

The Office of the Auditor-Controller's Payroll division is responsible for processing the payroll for all County departments and some non-county agencies. Due to the ongoing challenges of processing timely and accurate payrolls in an environment of complex compensation requirements and system upgrades and expansion, the Auditor-Controller has identified an ongoing need to add one Payroll Systems Accountant position.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Auditor-Controller will not be able to meet staffing needs.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: E. Verigin, (925)
646-2185

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

By: , Deputy

cc: Tanya Williams, James Hicks, Elizabeth Vergin

ATTACHMENTS

P300 No. 21712

POSITION ADJUSTMENT REQUEST

NO. 21712
DATE 7/21/2015

Department Auditor-Controller

Department No./
Budget Unit No. 0010 Org No. 1018 Agency No. A10

Action Requested: Add one permanent full-time Payroll Systems Accountant (SATC) position at salary level ZB5 (\$5,956.09 - 7,239.66) in the Office of the Auditor-Controller.

Proposed Effective Date: 8/1/2015

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 \$126,524.00 Net County Cost \$126,524.00
Total this FY \$89,899.00 N.C.C. this FY \$89,899.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT General Fund

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

[Signature]
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

[Signature]
Deputy County Administrator

7/27/15
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Add one (1) permanent full-time Payroll Systems Accountant (SATC) (represented) position at salary plan and grade ZB5 1694 (\$5,956 - \$7,239) in the Office of the Auditor-Controller.

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

Effective: Day following Board Action.
 _____(Date)

Lisa Lopez

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 8/4/2015

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

Lisa Driscoll

(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: Kathy Gallagher, Employment & Human Services Director
Date: August 18, 2015

Subject: Add one Eligibility Work Supervisor I, one SS Program Assistant full time positions and cancel two Social Worker positions 4073 and 13147

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21716 to add one (1) Eligibility Work Supervisor I (XHHA)(represented) position at Salary Plan and Grade KXX 1506 (\$4,931-\$6,297) and one (1) Social Service Program Assistant (XOSA) (represented) position at Salary Plan and Grade 255 1384 (\$4,381-\$5,326); and cancel two (2) Social Worker (XOVC) (represented) vacant positions #4073 and #13147 at Salary Plan and Grade 255 1434 (\$4,604-\$5,596) in the Welfare to Work Division of the Workforce Services Bureau of the Employment and Human Services Department.

FISCAL IMPACT:

Upon approval of these positions, there will be an annual increased cost of \$29,952. These position will be funded 80% Federal revenue and 20% State revenue. The annual pension cost is approximately \$44,945.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Anne Crisp (925)
313-1527

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

By: , Deputy

cc: EHSD, Human Resources, Fina Prak, Otilia Parra

BACKGROUND:

The Department requests to add one full time Eligibility Work Supervisor I position and one Social Service Program Assistant position and to cancel two Social Worker positions 4073 and 13147 in the Welfare to Work (WTW) Division of the Workforce Services Bureau.

In the Department's review of the increasing Welfare to Work caseloads in East County Antioch office, it was determined that additional positions are needed to manage the caseloads. At the same time it was found that the caseloads do not warrant the need for the two vacant Social Worker positions that are to be canceled. Currently the WTW Social Service Program Assistants (SSPA) in the Antioch office are carrying an average of 140 cases. It is critical to operations to add these positions in order to have timely engagement of clients in order to assign the clients to appropriate work and training activities. Providing timely client services is a major criteria for the Work Participation Rate (WPR). These numbers are a factor in the state's reimbursement rates to the County.

The Social Service Program Assistants meet with clients, determine appropriate work and training activities and document the activities in the system. The Eligibility Work Supervisor reviews the documentation of casework and reviews with workers steps to engage clients and ensure that services are being provided.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to add these positions may result in delays in providing client services which will negatively impact our WPR which impacts revenue.

CHILDREN'S IMPACT STATEMENT:

These positions will provide the Department with the additional staff and supervisory support to staff working with Welfare to Work clients and training activities. These services are in support of the five community outcomes established in the Children's Report Card: Families that are Economically Self Sufficient; Families that are Safe, Stable and Nurturing; and communities that are Safe and provide a High Quality of Life for Children and Families.

ATTACHMENTS

P-300 #21716

POSITION ADJUSTMENT REQUEST

NO. 21716
DATE 7/16/2015

Department Employment and Human Services Department No./
Budget Unit No. 5452 Org No. 504 Agency No. 19
Action Requested: Add one (1) Eligibility Work Supervisor I (XHAA) one (1) SS Program Assistant (XOSA) positions and
cancel two (2) Social Worker positions 4073 and 13147 for Welfare to Work Division of Workforce Services Bureau AR33785

Proposed Effective Date: 8/18/2015

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 \$29,952.00 Net County Cost \$0.00
Total this FY \$27,456.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Federal and State funding

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

Anne Crisp 313-1527

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan

7/31/2015

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 7/31/2015

Add one Eligibility Work Supervisor I (XHHA)(represented) at Salary Plan and Grade KX 1506 (\$4931-\$6297) and one Social
Service Program Assistant (XOSA) at Salary Plan and Grade 255 1384 (\$4381-\$5326) (represented) full time positions and
cancel two Social Worker (XOVC) (represented) vacant positions #4073 and #13147 at Salary Plan and Grade 255 1434
(\$4604-\$5596) in EHSD/Workforce Services Bureau.

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

Effective: Day following Board Action.

_____(Date)

Otilia Parra

8/3/2015

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

8/11/2015

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 8/12/2015

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: August 18, 2015

Subject: Add one Registered Nurse-Experienced Level position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21720 to add one (1) Registered Nurse-Experienced Level (VWXD) position (\$7,305-\$8,142) in the Contra Costa Health Plan division of the Health Services Department.

FISCAL IMPACT:

Upon approval, the costs associated with this action will be approximately \$156,770 annually with benefits, including \$34,687 in pension costs. Costs will be funded by CCHP Enterprise Fund II. (100%).

BACKGROUND:

One full-time Registered Nurse-Experienced Level position was recently transferred from Contra Costa Health Plan's Case Management unit to the West County High Acuity Health Home pilot program. A new RN position is now needed in Case Management to handle the entire case load (approximately 72 members) that the transferred position handled. Without this new position, there will be a large delay in case assignments within the unit with potential negative outcomes for the member and high expenditures by the Health Plan due to the lack of available Case Managers.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Kristen Cunningham,
957-5267

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

By: , Deputy

cc: Judi Louro

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved and without additional staff, CCHP's Case Management unit will not have adequate Nursing staff to handle the cases assigned to the unit which negatively affects patient care.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P-300 #21720

POSITION ADJUSTMENT REQUEST

NO. 21720
DATE 7/27/2015

Department HEALTH SERVICES-CCHP Department No./
Budget Unit No. 0860 Org No. 6115 Agency No. A18
Action Requested: Add one Registered Nurse-Experienced Level (VWXD) position in the Contra Costa Health Plan division of the Health Services Department.

Proposed Effective Date: 7/22/2015

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 \$156,770.88 Net County Cost \$0.00
Total this FY \$143,706.64 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT CCHP Enterprise Fund II

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

8/10/2015

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

8/10/2015

- 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:

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

Adjustment is APPROVED DISAPPROVED

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: August 18, 2015

Subject: Add one Account Clerk-Experienced Level position and cancel one Information Systems Assistant II position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21721 to add one (1) Account Clerk-Experienced Level (JDVC) position (\$3,070-\$3,805) and cancel vacant Information Systems Assistant II (LTVH) position #8047 (\$3,010-\$3,659) in the Information Technology division of the Health Services Department.

FISCAL IMPACT:

Upon approval, the costs associated with this action will be approximately \$2,580 annually with benefits, including \$623 in pension costs. Costs will be funded by Enterprise Fund I. (100%)

BACKGROUND:

This new Account Clerk-Experienced Level position will assist the manager in monitoring the Unit's operating and capital budget, tracking invoices and ensuring proper payment, assisting in the development and monitoring of purchase orders, and service and software contracts.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved and without additional staff, Health Services' Information Technology division will not have the adequate personnel to staff its fiscal operation.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Kristen Cunningham,
957-5267

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

By: , Deputy

cc: David Runt

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P-300 #21721

POSITION ADJUSTMENT REQUEST

NO. 21721
DATE 7/28/2015

Department No./

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

Action Requested: Add one Account Clerk-Experienced Level (JDVC) position and cancel vacant Information Systems Assistant II (LTVH) position #8047 in the Information Technology division of the Health Services Department.

Proposed Effective Date: 8/19/2015

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 \$2,580.00 Net County Cost \$0.00
Total this FY \$2,257.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Enterprise Fund I

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

8/10/2015

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

8/10/2015

- 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: John Gioia, District I Supervisor
Date: August 18, 2015

Subject: P300 to Decrease Position Hours of One BOS Assistant Specialist

RECOMMENDATION(S):

ADOPT Position Adjustment No. 21713 to decrease the position hours of one (1) Board of Supervisors Assistant-Specialist (J994) position, #2471, from 30/40 to 20/40, effective August 1, 2015, in the District I Board of Supervisors Office.

FISCAL IMPACT:

Upon approval, this action would further offset about \$3,250 of the \$13,000 estimated cost increase of Position Adjustment No. 21627, which was approved by the Board of Supervisors on March 10, 2015, and originally increased the position's hours to 40/40.

BACKGROUND:

On March 10, 2015, the Board of Supervisors approved Position Adjustment No. 21627, increasing the position hours of position no. 2471 from 20/40 to 40/40 to minimize the operational and staffing impacts of two chief of staff resignations. On April 14, 2015, the Board of Supervisors approved Position Adjustment No. 21647, decreasing the position hours of position no.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Enid Mendoza, (925)
335-1039

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

By: , Deputy

cc: Enid Mendoza, Gladys Scott Reid

BACKGROUND: (CONT'D)

2471 from 40/40 to 30/40 due to the incumbent's inability to fulfill the full-time hours.

On June 1, 2015, the District I Office permanently filled the chief of staff position and since then the office has transitioned responsibilities to the incumbent. Therefore, the District I Office is requesting, in agreement with the incumbent of position no. 2471, to decrease the position hours back to 20/40 as originally budgeted and aligned with other district office FTEs.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved this position will continue working more work hours that is necessary to fulfill the responsibilities of the desk.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P300 No. 21713

AIR 22741 P300 21713 Dist 1 Decrease

POSITION ADJUSTMENT REQUEST

NO. 21713
DATE 7/27/2015

Department Board of Supervisors- District I Department No./
Budget Unit No. 0001 Org No. 1101 Agency No. A01
Action Requested: Decrease the hours of one (1) BOS Assistant-Specialist (J994) (unrepresented) position # 2471, from 30/40 to 20/40, in the District I BOS Office.

Proposed Effective Date: 8/1/2015

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 (\$3,250.00) Net County Cost (\$3,250.00)
Total this FY (\$3,250.00) N.C.C. this FY (\$3,250.00)

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.

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

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

Effective: Day following Board Action.

8/1/2015(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 7/27/2015

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

POSITION ADJUSTMENT REQUEST

NO. 21713
DATE 7/27/2015

Department Board of Supervisors- District I Department No./
Budget Unit No. 0001 Org No. 1101 Agency No. A01
Action Requested: Decrease the hours of one (1) BOS Assistant-Specialist (J994) (unrepresented) position # 2471, from 30/40 to 20/40, in the District I BOS Office.

Proposed Effective Date: 8/1/2015

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 (\$3,250.00) Net County Cost (\$3,250.00)
Total this FY (\$3,250.00) N.C.C. this FY (\$3,250.00)

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.

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Decrease the position hours of one (1) Board of Supervisors Assistant-Specialist (J994) position, #2471, from 30/40 to 20/40, effective August 1, 2015, in the District I Board of Supervisors Office.

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

Effective: Day following Board Action.

8/1/2015(Date)

Gladys Scott Reid

8/10/2015

(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 8/10/2015

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: August 18, 2015

Subject: Add one Health Plan Member Services Counselor position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21722 to add one (1) Health Plan Member Services Counselor (V9VE) position (\$3,587-\$4,360) in the Contra Costa Health Plan division of the Health Services Department.

FISCAL IMPACT:

Upon approval, the costs associated with this action will be approximately \$90,056 annually with benefits, including \$18,576 in pension costs. Costs will be funded by CCHP Enterprise Fund II (100%).

BACKGROUND:

Contra Costa Health Plan's Member Services unit is in need of a permanent full-time Health Plan Member Services Counselor position to assume the duties a temporary Member Services Counselor had been performing. The temporary employee has recently secured permanent full-time employment elsewhere which has left a void in Member Services. The unit has identified a need for a permanent position to assist Health Plan members in a timely manner with various Member Services related concerns/issues. This permanent position will allow the unit to continue to meet the requirements of DHCS, DMHC, CMS and NCQA related to timeliness of patient care.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Kristen Cunningham,
957-5267

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved and without additional staff, Contra Costa Health Plan's Member Services unit will not have adequate staffing to meet the mandated requirements of the Plan.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P-300 #21722

POSITION ADJUSTMENT REQUEST

NO. 21722
DATE 7/29/2015

Department HEALTH SERVICES-CCHP Department No./
Budget Unit No. 0860 Org No. 6121 Agency No. A18
Action Requested: Add one (1) permanent full-time Health Plan Member Services Counselor (V9VE) position in the Contra Costa Health Plan division of the Health Services Department.

Proposed Effective Date: 8/19/2015

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 \$90,056.00 Net County Cost \$0.00
Total this FY \$82,551.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT CCHP Enterprise Fund II

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

8/10/2015

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

8/10/15

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approved 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: August 18, 2015

Subject: Add one Environmental Services Supervisor position and cancel two part-time ISW-Generalist positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21723 to add one (1) Environmental Services Supervisor (1WHB) position (\$3,427-\$4,166) and cancel permanent part-time Institutional Services Worker-Generalist (1KVD) positions #15719 (32/40) and #15720 (24/40) (\$2,773-\$3,370) in the Health Services Department.

FISCAL IMPACT:

There are no additional costs associated with this action. There will be a cost savings of approximately \$21,865 annually with benefits, including \$2,354 in pension costs.

BACKGROUND:

A new Environmental Services Supervisor position is needed at Contra Costa Regional Medical Center (CCRMC) due to the following: - Increase in EVS staff and area coverage due to the opening of the George & Cynthia Miller Wellness Center -Due to Medicaid expansion, CCHP enrollment has more than doubled. This has increased demand in our facilities. It has impacted Medical Center Building 1 clinics that now have longer opening hours and a higher number of visitors. - Hospital activities have increased tremendously due to the closure of Doctor's Medical Center. Impacted ER with more patient visits and increased inpatient volume. - New regulations and an ever increasing number of inspections from state health/CMS. - Maintaining documentation for OSHA/State/Joint Commission inspections (ie: conduct more rounds and inspections)

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Kristen Cunningham,
957-5267

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved and without additional staff, the Environmental Services unit will not have adequate supervisory personnel to ensure the meeting of its mandated requirements.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P-300 #21723

POSITION ADJUSTMENT REQUEST

NO. 21723
DATE 7/30/2015

Department HEALTH SERVICES-CCRMC Department No./
Budget Unit No. 0540 Org No. 6522 Agency No. A18
Action Requested: Add one (1) Environmental Services Supervisor (1WHB) position and cancel two (2) vacant part-time Institutional Services Worker-Generalist (1KVD) positions #15719 (32/40) and #15720 (24/40) in the Health Services Department.

Proposed Effective Date: 8/19/2015

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 (\$21,865.49) Net County Cost \$0.00
Total this FY (\$20,043.37) N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings - Enterprise Fund I

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

8/10/2015

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

8/10/2015

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approved 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: August 18, 2015

Subject: Add a permanent full-time Mental Health Program Supervisor position and two Mental Health Clinical Specialists positions Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21726 to add two permanent full-time Mental Health Clinical Specialist (VQSB) at salary level QT2-1384 (\$4,514.40 - \$6,701.66) and one permanent full-time Mental Health Program Supervisor position (VQHP) at salary level ZA5-1749 (\$6,289.44 - \$7,644.85) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual increased cost of \$411,711.72 including pension cost of \$89,665.20. 100 % of the funding for this action will come from the Mental Health Service Act Fund.

BACKGROUND:

The Health Services Department is requesting to add two full-time Mental Health Clinical Specialist positions and one full-time Mental Health Program Supervisor in the Behavioral Health Division. On Tuesday, June 16, 2015, the Board of Supervisors approved the Division's program design for the Assisted Outpatient Treatment (AOT) program (aka Laura's Law). AOT

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: August 18, 2015

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

is a civil court ordered mental health treatment for persons with serious mental health illness who demonstrate they are resistant to voluntarily participation in services that have been offered. The two Mental Health Clinical Specialists and one Mental Health Program Supervisor are to be part of treatment teams and will: receive referrals from family members, law enforcement and treatment providers to assess eligibility for services; coordinate outreach efforts with the Assertive Community Treatment (ACT) provider; conduct utilization review; provide money management; prepare and submit court reports, and perform other related duties. The target program implementation date is November 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Health Services Department will not be able to comply with and properly manage the civil court ordered Assisted Outpatient Treatment (AOT) program (aka Laura's Law) within the Behavioral Health Division.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

ATTACHMENTS

P-300 #21723

POSITION ADJUSTMENT REQUEST

NO. 21726
DATE 8/5/2015

Department HEALTH SERVICES Department No./
Budget Unit No. 0467 Org No. 5713 Agency No. A18
Action Requested: Add one permanent full-time Mental Health Program Supervisor (VQHP) and two permanent full-time
Mental Health Clinical Specialist (VQSB) in the Health Services Department. (Represented)

Proposed Effective Date: 8/19/2015

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 \$411,711.72 Net County Cost \$0.00
Total this FY \$377,402.41 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Mental Health Services Act

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

8/11/2015

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

8/11/2015

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: Approved 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: August 18, 2015

Subject: Add and Cancel a permanent full-time position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21727 to add one permanent full-time Mental Health Program Supervisor position (VQHP) at salary level ZA5-1749 (\$6,289.44 - \$7,644.85) and cancel one permanent full-time Mental Health Clinical Specialist (VQSB) at salary level QT2-1384 (\$4,514.40 - \$6,701.66) positions #8807 in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual increased cost of \$17,657.87 including pension cost of \$4,017.99. 100 % of the funding for this action will come from the Mental Health Realignment Fund.

BACKGROUND:

The Health Services Department is requesting to add a Mental Health Program Supervisor for Behavioral Health Children’s West County Mental Health Clinic. The new Mental Health Program Supervisor will be responsibility for utilization management process, reviewing assessment and treatment plans, provide case consultation and support to licensed mental health professionals,

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: August 18, 2015

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

monitor and ensure regulatory standards and requirements are met for MHSA, Medi-Cal and other funding sources. In addition this Mental Health Program Supervisor will be supervising a team of interns. The department has determined the best classification to help supervise and manage the Behavioral Health Children's West County Mental Health Clinic is Mental Health Program Supervisor.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Health Services will not be able to properly manage the Mental Health services provided by West County Children's Mental Health Clinic including coordination of care, treatment plan and an increase of disallowance which could have an adverse impact on the Mental Health consumers of Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

This position is located in the Behavioral Health Division's West County Children's Mental Health Clinic and would directly impact the services to the children of West County.

ATTACHMENTS

P-300 #21727

POSITION ADJUSTMENT REQUEST

NO. 21727
DATE 8/5/2015

Department HEALTH SERVICES Department No./
Budget Unit No. 0467 Org No. 5950 Agency No. A18
Action Requested: Add one permanent full-time Mental Health Program Supervisor (VQHP) and cancel one permanent full-time Mental Health Clinical Specialist (VQSB) position #8807 in the Health Services Department. (Represented)

Proposed Effective Date: 8/19/2015

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 \$17,657.87 Net County Cost \$0.00
Total this FY \$16,186.38 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Mental Health Realignment Fund

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

8/18/2015

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

8/11/2015

- 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: August 18, 2015

Subject: Add a permanent full-time Mental Health Clinical Specialist position in Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21728 to add one permanent full-time Mental Health Clinical Specialist (VQSB) at salary level QT2-1384 (\$4,514.40 - \$6,701.66) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual increased cost of \$131,351.28 including pension cost of \$28,549.07. 100 % of the funding for this action will come from the Community Mental Health Block Grant.

BACKGROUND:

This is a request to add one permanent full-time Mental Health Clinical Specialist position for the First Hope Program. This positions will be funded through the Community Mental Health Block Grant which includes First Episode Psychosis (FEP) funding. Health Services has already submitted the proposal and budget to the state and it has been approved. This additional Mental Health Clinical Specialist position will provide services for 15-25 year olds who are experiencing a first psychotic episode with emergence of symptoms occurring within the first 30 days. This

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: August 18, 2015

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

early first episode group is not adequately served at the present time. Research has shown that this group does extremely well when integrated into the same program as those at clinical high risk who have not yet had a psychotic episode. The Mental Health Clinical Specialist position will be dedicated to a caseload of this target population.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Health Services will not be able to properly service the needs of the those 15-25 young people who are experiencing their first episodes in the critical first 30 days.

CHILDREN'S IMPACT STATEMENT:

The First Hope program is one that serves the Mental Health needs of adolescents and young adults of Contra Costa County.

ATTACHMENTS

P-300 #21728

POSITION ADJUSTMENT REQUEST

NO. 21728
DATE 8/5/2015

Department HEALTH SERVICES

Department No./
Budget Unit No. 0467 Org No. 5727 Agency No. A18

Action Requested: Add one permanent full-time Mental Health Clinical Specialist (VQSB) in the Health Services Department.
(Represented)

Proposed Effective Date: 8/19/2015

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 \$131,351.28 Net County Cost \$0.00
Total this FY \$120,405.34 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Community Mental Health Block Grant

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

8/11/2015

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

8/11/2015

- 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: August 18, 2015

Subject: Add a permanent full-time Clerk Experienced Level position in Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21729 to add one permanent full-time Clerk – Experienced Level (JWXB) at salary level 3RH-0750 (\$2,794.10 - \$3,466.75) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual increased cost of \$59,519.12 including pension cost of \$21,129.29. 100 % of the funding for this action will come from the Hospital Enterprise Fund I.

BACKGROUND:

The Health Services Department is requesting to add one full-time Clerk Experienced Level position in the Contracts and Grants Division. In the last 6 months there has been a drastic increase in the work load for Health Services Contracts and Grants division. With significant increases in contract volume, Purchase Orders converting to Contract, development of new software for Contracts, additional CCHP and Mental Health provider Contracts and a large volume of NON -Contract Board Orders. All of these factors have contributed to substantial increase in work flow.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: August 18, 2015

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Health Services Contract and Grants Division will not be able to properly service the contractual needs of Health Services Department potential miss critical deadlines and funding opportunities.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P-300 #21729

POSITION ADJUSTMENT REQUEST

NO. 21729
DATE 8/5/2015

Department HEALTH SERVICES

Department No./
Budget Unit No. 0540 Org No. 6546 Agency No. A18

Action Requested: Add one permanent full-time Clerk- Experienced Level (JWXB) in the Health Services Department.
(Represented)

Proposed Effective Date: 8/19/2015

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 \$59,519.12 Net County Cost \$0.00
Total this FY \$54,559.19 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Enterprise Fund I

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

8/11/2015

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

8/11/2015

- 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 Director
Date: August 18, 2015

Subject: Adopt Resolution No. 2015/313 to abolish four Environmental Health Technician positions and layoff one employee

RECOMMENDATION(S):

ADOPT Resolution No.. 2015/313 to abolish four Environmental Health Technician (VL7A) positions (represented), as specified in Attachment A, and layoff one employee in the Health Services Department effective August 31, 2015.

FISCAL IMPACT:

Elimination of these positions will help meet the costs of the Solid Waste program. (Cost Savings)

BACKGROUND:

The Solid Waste Program in Environmental Health Services is currently overstuffed. The majority of the work in this program must be performed by a registered environmental health specialist. Environmental Health Technicians have a specific scope and cannot perform all of the duties required to maintain this program. The Department has made the necessary adjustments to reassign individuals to other environmental programs, however there is still a surplus of positions that are no longer needed in the division. Therefore, the department is recommending the elimination of four technician positions, and laying off the incumbent in the one position that is filled.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Dorette McCollum
(925) 957-5253

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved it will result in the Solid Waste program continuing to be needlessly overstaffed, and not covering its costs.

ATTACHMENTS

Resolution No. 2015/313

Attachment A

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

Adopted this Resolution on 08/18/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2015/313

IN THE MATTER OF: The action to abolish four Environmental Health Technician positions and layoff one employee in the Health Services Department.

WHEREAS, the Solid Waste Program in Environmental Health Services is currently overstaffed; and

WHEREAS, the majority of the work in this program must be performed by a Registered Environmental Health Specialist, and Environmental Health Technicians have a specific scope and cannot perform all of the duties required to maintain this program; and

WHEREAS, the Health Services Department has made the necessary adjustments to reassign individuals to other environmental programs, however there is still a surplus of positions and staff that are no longer needed in the division; and

WHEREAS, the Health Services Department has issued layoff notices, and has given notice to the affected employee of the Board's action; and

WHEREAS, to the extent that the subject of this Resolution is within the scope of representation pursuant to the Meyers-Milias-Brown Act (Government Code Section, 3500 et seq.), the Department has offered to meet with the recognized employee organization upon request concerning this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Health Services Department has determined a surplus of positions in the Solid Waste Program and will abolish three vacant Environmental Health Technician positions and abolish one filled Environmental Health Technician position, as set forth in the list attached hereto (Attachment A), and will layoff the incumbent of the filled position accordingly, in the Health Services Department.

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

Contact: Dorette McCollumn (925) 957-5253

ATTESTED: August 18, 2015

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

By: , Deputy

cc:

ATTACHMENT A

CONTRA COSTA COUNTY
HEALTH SERVICES DEPARTMENT
POSITIONS TO BE ABOLISHED

Effective August 31, 2015

<u>POS #</u>	<u>CLASSIFICATION</u>	<u>CLASS CODE</u>	<u>ORG #</u>	<u>FT/PT</u>	<u>Vacant/Filled</u>
8367	Environmental Health Tech	VL7A	5880	FT	Vacant
8791	Environmental Health Tech	VL7A	5880	FT	Vacant
12917	Environmental Health Tech	VL7A	5880	FT	Vacant
12915	Environmental Health Tech	VL7A	5880	FT	Filled



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: Pacheco Boulevard at Blum Road - Lease with Santa Rosa Campway, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease with Santa Rosa Campway, Inc., for a term beginning July 1, 2015, and ending June 30, 2017, for approximately 9,000 square feet of undeveloped land located at Pacheco Boulevard and Blum Road in Pacheco, at a rent of \$800 per month, under the terms and conditions set forth in the lease.

FISCAL IMPACT:

The County will receive monthly revenue of \$800 per month for a total of \$19,200 at the end of the lease term. (100% Road Fund)

BACKGROUND:

In 1986, the Board of Supervisors approved a lease between Contra Costa County (County) and Santa Rosa Campway, Inc. (Campway) for use of County owned property located on Pacheco Boulevard at Blum Road along 4999 Pacheco Boulevard, for the purpose of displaying campershells and other related equipment associated with a truck accessory business. The lease provided revenue to the County.

The undeveloped land is part of Blum Road Right of Way intended for future widening of the interchange at Blum Road and Pacheco Boulevard. In the interim, the County is able to collect revenue thru a lease agreement with Santa Rosa Campway, Inc.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Angela Bell,
925-313-2337

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, the County will not receive revenue and will be responsible for maintaining the property.

ATTACHMENTS

Lease

LEASE

Pacheco Boulevard at Blum Road
Pacheco, California

This lease is dated July 14, 2015 and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”) and SANTA ROSA CAMPWAY, INC., (“**Lessee**”).

Recitals

- A. The County is the owner of an irregularly-shaped parcel of approximately 9,000 square feet of undeveloped land, located at the northeast corner of Pacheco Boulevard at Blum Road in Pacheco, as shown on Exhibit A (the “**Premises**”).
- B. The County and Lessee are parties to a lease dated April 1, 1986 (the “**Original Lease**”) under which the County is leasing the Premises to Lessee on a month-to-month basis. The parties now desire to terminate the Original Lease and enter into this lease.
- C. Simultaneous with the effectiveness of this lease, the Original Lease is terminated.

The parties therefore agree as follows:

Agreement

- 1. Lease of Premises. In consideration of the rents and subject to the terms herein set forth, the County hereby leases to the Lessee and the Lessee hereby leases from the County, the Premises, subject to all easements and encumbrances of record.
- 2. Term. The “**Term**” of this lease is two (2) years, commencing July 1, 2015 and continuing through June 30, 2017. Either party may terminate this lease at any time by giving thirty days’ notice to the other party.
- 3. Rent. Each month during the Term, Lessee shall pay rent to the County in the amount of \$800.00, without offset or demand on or before the first day of each month. Rent for any partial month will be prorated at the rate of 1/30th of the applicable monthly rent per day.
- 4. Additional Payment Terms.
 - a. Late Rental Payments: In the event Lessee fails to pay County any amount due under this lease within five (5) days after such amount is due, Lessee shall pay to County a late charge of One Hundred and No/100 Dollars (\$100) per occurrence (the “**Late Charge**”), plus interest on the unpaid balance at a rate of one and one-half percent (1.5%) per month, from the date the payment was due and payable until paid in full. Lessee shall pay all Late Charges as additional rent on or before the date the next

installment of rent is due. County and Lessee hereby agree that it is and will be impracticable and extremely difficult to ascertain and fix County's actual damage from any late payments and, thus, that Lessee shall pay as liquidated damages to County the Late Charge specified in this Section, which is the result of the parties' reasonable endeavor to estimate fair average compensation for the late payment (other than attorneys' fees and costs). County's acceptance of the Late Charge as liquidated damages does not constitute a waiver of Lessee's default with respect to the overdue amount or prevent County from exercising any of the rights and remedies available to County under this lease.

- b. Form and Place of Payment: Lessee shall pay all rents and fees in cash or by personal check, certified check, or money order, payable to the County of Contra Costa, by delivering same on or before due date to Contra Costa County, Public Works Department – Real Estate Division, 255 Glacier Drive, Martinez, California 94553, or at such other place as County may designate from time to time.
 - c. Returned Checks: If a check written by Lessee is returned for insufficient funds, County may impose a reasonable service charge in addition to any Late Charge and in addition to any charges imposed by the bank. County may require Lessee to pay rent by certified check or money order if Lessee's bank or banks have returned one or more personal checks within the preceding twelve (12) month period.
 - d. Definition of Rent: “**Rent**” means all amounts due from Lessee to County under this lease.
5. Use. The Premises may be used by the Lessee only for the display of camper shells, trailer equipment and similar equipment, and related uses associated with operating and maintaining a truck accessory business.

Lessee may not use the Premises for any other purpose without the prior written consent of the County. Any use of the Premises other than as described herein without the County's prior written consent is a default of this lease.

- 6. Utility Obligations. There are no utilities available on the Premises. Any permits, hookup fees or other charges for services required by Lessee are the responsibility of Lessee.
- 7. Condition of Premises.
 - a. Commencement Date. Lessee is leasing the Premises in an “as is” physical condition with no warranty, express or implied, on the part of the County.
 - b. During Term. The Lessee shall maintain the Premises in accordance with Section 8, Maintenance and Repairs.

8. Maintenance and Repairs.

- a. Grounds (Asphalt). Lessee shall, at its sole cost and expense throughout the Term, maintain the Premises in a first-class condition. Grounds maintenance includes repairs to cracks, sealing, and other infrastructure repairs. All maintenance, repairs, and replacements must be of a quality substantially equal to the original material and workmanship. The Director of Public Works, or his or her designee, is the sole judge of the quality of maintenance.

Upon written notice by the County, Lessee shall perform whatever reasonable maintenance the County deems necessary. If said maintenance is not undertaken by Lessee within thirty (30) days after receipt of written notice, the County has the right to enter upon the Premises and perform such necessary maintenance, the cost of which shall be reimbursed by Lessee to the County as additional rent, without offset, upon Lessee's receipt of the County's request for said reimbursement.

9. Covenant against Liens. Neither Lessee nor Lessor may permit any mechanic's, material man's, or other lien against the Premises, or the property of which the Premises forms a part, in connection with any labor, materials, or services furnished or claimed to have been furnished. If any such lien is filed against the Premises, or property of which the Premises forms a part, the party charged with causing the lien will cause the same to be discharged, provided however, that either party may contest any such lien, so long as the enforcement thereof is stayed.

10. Taxes. Lessee agrees to pay before delinquency all taxes (including, but not limited to, possessory interest tax), assessments, license fees, and other charges that are levied and assessed upon Lessee's interest in the Premises, or upon Lessee's personal property installed or located in or on the Premises, by Contra Costa County or other legally authorized government authority. Lessee may pay any taxes and assessments under protest, without liability, cost or expense to the Lessor, to contest the amount in good faith.

Payment of taxes, assessments, license fees, or other charges levied and assessed upon Lessee's interest, (i) does not reduce the Rent due to the County under this lease, and (ii) is the liability of the Lessee.

11. Quiet Enjoyment. Provided the Lessee is in compliance with the terms of this lease, the County covenants that the Lessee will peaceably and quietly have, hold, and enjoy the Premises during the Term.
12. Assignment and Sublease. The Lessee may not assign this lease or sublease the Premises or any part thereof at any time during the Term.
13. Alterations and Additions. Lessee may not make any alterations, erect any additional fixtures or signs, or make any improvements on the Premises without the prior written consent of the Director of Public Works or his or her designee. In the event Lessee

makes alterations or constructs additions that violate the conditions contained in this lease (an “**Unauthorized Addition**”), at the County’s sole discretion, Lessee shall remove any Unauthorized Addition at Lessee’s sole cost and expense. If Lessee is required to remove any Unauthorized Addition, Lessee, at its sole cost and expense, shall restore the Premises to the conditions existing immediately prior to the existence of the Unauthorized Addition, or such other condition designated by the County in its election. If Lessee is not required to remove any Unauthorized Addition, such Unauthorized Additions shall remain on and be surrendered with the Premises on expiration or termination of this lease.

If Lessee wishes to make any alterations, erect any additional fixtures or signs, or make any additional improvements to the Premises as provided in this Section, Lessee may not commence construction until Lessee has the prior written consent of the County. In addition, a Notice of Lessor Non-Responsibility must be posted and recorded by Lessee during construction in accordance with Civil Code Section 3094. Lessee shall mail a copy of such Notice of Lessor Non-Responsibility to Lessor upon filing it with the County Recorder.

14. Insurance.

- a. Liability Insurance. Throughout the Term, the Lessee shall maintain in full force and effect, at its sole expense, a comprehensive general liability or commercial general liability insurance program covering bodily injury (including death), personal injury, and property damage. The limits must be not less than one million dollars per occurrence and two million dollars aggregate. The policy must name the County, its officers, agents and employees, individually and collectively, as additional insureds. The liability insurance maintained by the Lessee must be primary.
- b. Property Insurance. The County will maintain property insurance coverage on its real property. The Lessee has no interest in the proceeds of insurance on the County’s real property, improvements, equipment, or fixtures. The Lessee shall sign all documents necessary or proper in connection with the settlement of any claim or loss by the County. The Lessee shall maintain in full force and effect, at its sole expense, a standard All Risk policy, which may exclude earthquake and flood, to insure its own personal property, contents, improvements and betterments within or on the Premises. The coverage must be for not less than 90% of the actual cash value of the personal property. The Lessee shall name the County as an additional insured and loss payee with respect to the improvements and betterments.
- c. Worker’s Compensation and Employer’s Liability Insurance. The Lessee shall maintain in full force and effect, at its sole expense, (i) statutory California Workers’ Compensation coverage including a broad form all-states endorsement, and (ii) employer’s liability coverage for not less than one million dollars per occurrence for all employees engaged in services or operations at the Premises.

- d. Evidence of Insurance. Within thirty days of execution of this lease, the Lessee shall provide to the County, on a form approved by the County, an original copy of a Certificate of Insurance. The Certificate of Insurance must certify that the coverage required by this lease has been obtained and remains in force for the period required by this lease.
 - e. Notice of Cancellation or Reduction of Coverage. The Lessee shall cause all policies it is required to obtain under the terms of this lease to contain a provision that the County is to receive written notification of any cancellation or reduction in coverage at least thirty days prior to the effective date of such cancellation or reduction. Any such notification is to be sent to the County in accordance with Section 23 - Notices.
 - f. Waiver of Subrogation. Except as may be specifically provided elsewhere in this lease, the County and the Lessee hereby each mutually waive any and all rights of recovery from the other in the event of damage to the Premises or any personal property that is caused by acts of God, perils of fire, lightning, and the extended coverage perils, as defined in insurance policies and forms approved for use in the State of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with this waiver.
15. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, the Lessee shall peaceably and quietly leave and surrender to the County the Premises, along with their appurtenances and fixtures, all in good condition, ordinary wear and tear, damage by casualty, acts of God and circumstances over which the Lessee has no control excepted.

a. Personal Property.

Title to personal property belonging to Lessee will remain in the Lessee all times during the Term of this Lease, and the Lessee has the right at any time to remove any or all of its personal property from the Premises, provided that upon any such removal, Lessee shall repair, at Lessee's expense, any damage resulting therefrom and leave the Premises in a clean and neat condition.

If Lessee fails to remove any personal property from the Premises within thirty days after the expiration, cancellation, or termination of this Lease, such personal property may be removed by the County at Lessee's expense.

b. Effectiveness.

The provisions of this Section will survive the expiration, cancellation or earlier termination of this Lease.

16. Abandonment. The Lessee may not vacate or abandon the Premises at any time during the Term. If the Lessee abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, the County may deem any personal property belonging to the Lessee that remains on the Premises to be abandoned.
17. Waste, Nuisance. The Lessee may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the neighborhood in which the Premises is located.
18. Inspection. The County may enter the Premises at any time in an emergency and with 24-hours' notice in a non-emergency to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) the Lessee is in compliance with the terms and conditions of this lease.

This lease will terminate in the event of a total destruction of the Premises.

19. Indemnification. The Lessee shall indemnify, defend and hold County, its officers, agents and employees harmless from any and all claims, costs and liability, for any damage, injury or death, including without limitation, all consequential damages from any cause whatsoever, to any person or the property of any person arising directly or indirectly from or connected with this lease, the Lessee's operations, or the Lessee's use or possession of the Premises, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County, its officers or employees, and shall make good to and reimburse County for any expenditures, including reasonable attorneys' fees, County may make by reason of such matters.
20. Default.

The occurrence of any of the following events is a default under this lease:

- a. The Lessee.
 - i. The Lessee's failure to pay Rent within five business days after the due date.
 - ii. The Lessee's failure to comply with any other material term or provision of this lease if such failure is not remedied within thirty days after receipt of a written notice from the County to the Lessee specifying the nature of the breach in reasonably sufficient detail (a "**Notice of Default**"). If the required cure of the noticed failure cannot be completed within thirty days, the failure to cure will not be deemed to be a default of this lease if the Lessee has attempted to cure the failure within the thirty-day period and has diligently and continuously attempted to complete the cure as soon as reasonably possible. In no event will the cure period extend beyond the sixty-day period after Lessee's receipt of the Notice of Default.

b. The County. The County's failure to perform any obligation under this lease if the failure is not remedied within thirty days after receipt of a written notice from the Lessee to the County specifying the nature of the breach in reasonably sufficient detail. If the required cure of the noticed failure cannot reasonably be completed within thirty days, a default will not be deemed to occur if the County has attempted to cure the failure within the thirty-day period and has diligently and continuously attempted to complete the cure as soon as reasonably possible.

21. Remedies.

a. The County. Upon the occurrence of a default by the Lessee, the County may reenter and repossess the Premises and remove all persons and property from the Premises, after giving the Lessee written Notice of Default and in accordance with due process of law.

b. The Lessee. Upon the occurrence of a default by the County, the Lessee may (i) terminate this lease by giving written notice to the County and quit the Premises without further cost or obligation to the County.

22. Notices. Any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: Santa Rosa Campway, Inc.
Casey F. Meints, President
3948 Santa Rosa Avenue
Santa Rosa, CA 95407
(707) 586-9633 or (707) 235-5387

To County: Contra Costa County
Public Works Department
Attn: Principal Real Property Agent
255 Glacier Drive
Martinez, CA 94553

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.

23. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.

24. Holding Over. In the event Lessee remains in possession of the Premises after the expiration of the Term, such holding over does not constitute a renewal or extension of

this lease, but will be construed to be a tenancy from month to month on the same terms and conditions set forth in this lease, except that the monthly Rent due and payable hereunder will be 110% of the Rent payable as of the last month of the Term.

25. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
26. Governing Law. The laws of the State of California govern all matters arising out of this lease.
27. Relocation Benefits. Lessee waives the right to make any claim against the County for relocation benefits in the event County elects to terminate this Agreement for a public project.
28. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.

[Remainder of Page Intentionally Left Blank]

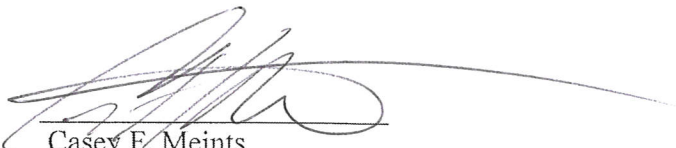
29. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. This lease may be modified only by a writing signed by both parties.

The parties are executing this lease as of the date set forth in the introductory paragraph.

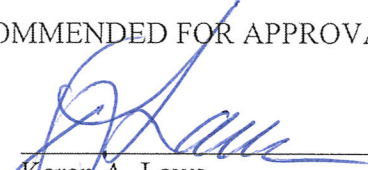
COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California

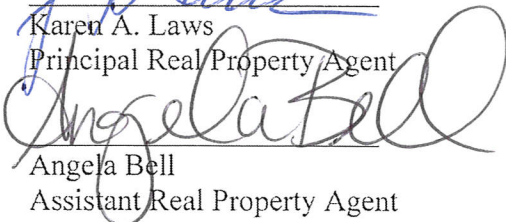
SANTA ROSA CAMPWAY, INC. D.B.A.
CAMPWAY

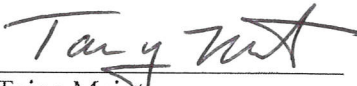
By: _____
Julia R. Bueren
Public Works Director

By: 
Casey F. Meints
President

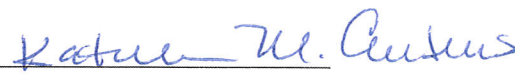
RECOMMENDED FOR APPROVAL:

By: 
Karen A. Laws
Principal Real Property Agent

By: 
Angela Bell
Assistant Real Property Agent

By: 
Taine Meints
Controller

APPROVED AS TO FORM
SHARON L. ANDERSON, COUNTY COUNSEL

By: 
Kathleen M. Andrus
Deputy County Counsel

Parcel

Orthophoto (1ft, April 2011)

County owned
property leased
to Company
w/ 9,000 sq. ft.



Scale 1:1,158
Contra Costa Internet GIS Map
Printed: Feb 3, 2015 9:02:41 AM

Exhibit "A"





Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: August 18, 2015

Subject: Housing Opportunities for Persons with HIV/AIDS Funding Agreement between the City of Oakland and the County of Contra Costa

RECOMMENDATION(S):

1. APPROVE the allocation of the 2015 Housing Opportunities for Persons with HIV/AIDS funds as follows: \$203,000 to the County Health Services HIV/AIDS program, \$272,775 for housing development, and \$35,810 for program administration; and
2. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to enter into a fiscal year 2015 funding agreement with the City of Oakland that authorizes the County to administer \$511,585 in Housing Opportunities for Persons with HIV/AIDS funds for housing and supportive services for low-income persons with HIV/AIDS, for the period of July 1, 2015 through June 30, 2018.

FISCAL IMPACT:

No General Fund impact. Housing Opportunities for Persons with HIV/AIDS funds are provided through the Department of Housing and Urban Development (HUD) to the City of Oakland, as administering agent. Consistent with HOPWA regulations, \$35,810 is designated to cover staff costs associated with program administration.

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA NUMBER):
Housing Opportunities for Persons with HIV/AIDS Program - 14.241

-
- APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Kristin Sherk
925-674-7887

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

By: , Deputy

cc:

BACKGROUND:

The National Affordable Housing Act (Public Law 101-625, approved November 28, 1990) authorizes the Housing Opportunities for Persons with HIV/AIDS Program (HOPWA) to provide states and localities with resources to devise long-term comprehensive strategies for meeting the housing needs of persons with HIV/AIDS and related diseases.

The City of Oakland (City) is the HOPWA grant recipient for Alameda and Contra Costa counties. The City allocates HOPWA funds between the counties based on the number of HIV/AIDS cases. Approval of a funding agreement with the City will provide \$511,585 in fiscal year 2015 funds to the County. These funds may be used for site acquisition, rehabilitation and new construction of affordable housing; supportive services; housing information services; rent and utility subsidies; and certain other housing related activities for low-income persons with HIV/AIDS in both incorporated and unincorporated areas of the County.

The Contra Costa Consortium (County staff and staff from the cities of Antioch, Concord, Pittsburg, Richmond, and Walnut Creek) makes funding recommendations to the Board of Supervisors. County Conservation and Development (DCD) and Health Services (HSD) departments staff coordinate periodically to identify and address the housing and housing-related services needs of low-income persons with HIV/AIDS in Contra Costa County. Funding allocations are based on factors such as client needs and timely expenditure of HOPWA funds.

HSD HIV/AIDS program activities include housing advocacy and assistance services, including client intake, housing needs assessment, assistance with locating affordable housing, assistance with housing-related benefit applications, development and implementation of client housing plans, emergency assistance funds, follow-up to ensure receipt of benefits and housing, and referral to other services. New for fiscal year 2015/16, HSD plans to pilot a Short Term Rental Mortgage and Utility Assistance Program (STRMU) as part of a homeless prevention strategy, intended to reduce the risks of homelessness and to improve access to health care and other needed support. STRMU will involve efforts to restore client self-sufficiency and future independence from housing support by the end of the program's term. This will be accomplished through the use of time-limited housing assistance payments for eligible individuals and by the creation of individual housing service plans that include an assessment of current resources and the establishment of long-term goals for recipient households.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve the fiscal year 2015 HOPWA funding agreement with the City of Oakland, the County would not receive and administer \$511,585 in HOPWA funds, and low-income persons with HIV/AIDS in the County would lose vital housing and supportive services.

CHILDREN'S IMPACT STATEMENT:

N/A.

ATTACHMENTS

HOPWA Funding Agreement

**FUNDING AGREEMENT BETWEEN
THE CITY OF OAKLAND AND CONTRA COSTA COUNTY
FOR THE 2015 HOPWA PROGRAM**

This funding agreement ("Agreement") is dated July 1, 2015, and is between the City of Oakland, a municipal corporation (the "City"), and the County of Contra Costa, a political subdivision of the State of California, (the "County" or "Project Sponsor").

Grant Number CAH15F001

RECITALS

- A. The City has received Housing Opportunities for Persons with AIDS Program funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the HOPWA Program (the "HOPWA Funds"). The HOPWA Funds must be used in accordance with 24 C.F.R. Section 574 et seq.
- B. The County is a project sponsor under the HOPWA Program. The City and the County desire that the County receive and administer **\$511,585** of the HOPWA Funds on the City's behalf (the "HOPWA Allocation").
- C. The Oakland City Council passed Resolution Number **XXXXXXX** C.M.S. and Resolution Number 85582 C.M.S. authorizing this agreement with Contra Costa County for the HOPWA Program.
- D. Using the selection process set forth in Schedule A, the County will contract with one or more nonprofit housing developers (each a "Developer") and service providers (each a "Subrecipient") to carry out projects that result in housing development, supportive services, and/or homeless prevention activities for persons with HIV/AIDS. The County will also monitor the Subrecipients' and Developers' performance under the contract(s).

The parties therefore agree as follows:

AGREEMENT

1. PERFORMANCE PERIOD

The term of this Agreement begins July 1, 2015 and ends June 30, 2018.

2. FUNDING AMOUNT

The HOPWA Allocation shall not exceed **\$511,585**. The County may use up to seven percent (7%) of the funds allocated to a particular project ("Project Activity Funds") for project sponsor administrative expenses.

3. PROJECT SELECTION; BUDGET; DEVELOPERS/SUBRECIPIENTS

The County shall select projects to be undertaken (“Activities”) pursuant to this Agreement in accordance with the priority-setting and selection process set forth in Schedule A. A list of Developers, Subrecipients and Activities approved by both the City and the County will be attached to this Agreement as Schedule C once the list is approved by both the City and the County, which Schedule C shall immediately form part of this Agreement. The County shall use the HOPWA Allocation in accordance with the budget set forth in Schedule B. The HOPWA Allocation may only be used for activities (i) identified in Schedule B that are carried out by the corresponding Developers or Subrecipients identified on Schedule C or (ii) consistent with the activities described in Section 7 – Use of Funds, below

4. CONTRACTING

The County shall administer the HOPWA Allocation to provide housing development, support services, and/or homeless prevention activities for persons with HIV/AIDS. For this purpose, the County shall contract with approved Subrecipients and/or Developers to carry out Activities that are (i) identified on Schedule B, or (ii) consistent with the eligible activities described in Section 7 – Use of Funds, below. Prior to the execution of any proposed contract in connection with this Agreement, the County shall submit a staff report allocating funds and describing the proposed Activities to be funded. The City reserves the right to review and approve the contract, and will provide any comments within 15 days of receipt. Following the execution of any contract by the County in connection with this Agreement, the City reserves the right to monitor the performance of the Subrecipient and/or Developer under the contract. The City shall ensure that the County appropriately administers and monitors said contracts.

5. FUNDING DISTRIBUTION

The County shall distribute the HOPWA Allocation to Subrecipients and Developers in the County of Contra Costa.

6. PROGRAM REQUIREMENTS

The County is responsible for ensuring that Subrecipients and Developers comply with all HOPWA Program requirements, as set forth in 24 CFR Part 574, the AIDS Housing Opportunity Act, as amended by the Housing and Community Development Act of 1992, and any other program requirements imposed by HUD. The relevant requirements are hereby incorporated into this Agreement by reference. The City shall ensure that the County and Subrecipients and Developers comply with the HOPWA Program requirements.

7. USE OF FUNDS

Subject to applicable requirements described in HOPWA regulation Title 24 C.F.R. sections 574.310, 574.320, 574.330, and 574.340, the HOPWA Allocation is meant to assist all forms of housing designed to assist Low Income Persons with HIV/AIDS, including preventing homelessness, providing emergency housing, shared housing arrangements, apartments, single room occupancy (SRO) dwellings, and community residences. Appropriate supportive services, as required by sections 574.310(a), must be provided as part of any HOPWA-assisted housing, but the County may use the HOPWA Allocation to provide services independent of any housing activity. The County shall ensure that the HOPWA Allocation is used only for HOPWA-eligible activities as described below and are approved by the City and are identified in Schedule B:

- a. Housing information services including, but not limited to, providing counseling, information and referral to assist an eligible person to locate, acquire, finance and maintain housing. This may include Fair Housing counseling for eligible persons who may encounter discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or handicap;
- b. Resource identification to establish, coordinate and develop housing assistance resources (preliminary research, determining feasibility of specific housing related initiatives).
- c. Acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services.
- d. New construction (SROs and community residences only).
- e. Project or tenant-based rental assistance, including assistance with shared housing arrangements.
- f. Short-term rent, mortgage, and utility payments to prevent homelessness.
- g. Supportive services including, but not limited to health, mental health assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local State and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals;
- h. Operating costs for housing, including maintenance, security, operation, insurance, utilities, furnishings, equipment and other incidental costs.

- i. Technical assistance in establishing and operating a community residence, including planning and other predevelopment or pre-construction expenses and outreach and education regarding HIV/AIDS to persons residing in close proximity.

8. MONITORING AND REPORTING

The County shall conduct an ongoing assessment of the housing assistance and supportive services provided by the Subrecipients and Developers with the HOPWA Allocation. The County shall conduct the reasonable and necessary recordkeeping and reporting activities described below, which have been established by the City for the purpose of carrying out the City's HOPWA program in an effective and efficient manner. Where appropriate, reports and records shall include client race and ethnic data.

- a. The County shall provide quarterly reports to the City. Quarterly reports shall include all required data and narrative updates of HOPWA activities listed in Schedule B to report to HUD regarding HOPWA activities through the Integrated Disbursement and Information System (IDIS) and the Consolidated Annual Performance & Evaluation Report (CAPER). Quarterly reports are due thirty days following the end of each of the first three quarters of the fiscal year, on October 30, January 30, and April 30.
- b. The County shall submit annual reports to the City not later than July 31 of each year. Annual reports are to be submitted using HUD's HOPWA Consolidated Annual Progress & Evaluation Report-CAPER – *form HUD-40110-D, form HUD-60002*, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Person and the HOPWA Beneficiary Verification form.

Reporting requirements and the CAPER & Beneficiary Verification forms can be accessed at the following sites:

<https://www.onecpd.info/resource/1011/hopwa-caper-form-hud-40110-d/> and <http://www.hudhre.info/documents/HOPWACAPERBeneficiaryVerification.doc>

- c. The County shall conduct ongoing assessment of service provided by Subrecipients and Developers. County may monitor those Subrecipients and Developers who continue to provide the same or similar services each year and have not had any audit findings in the preceding year every other year, but at least every third year. By May 30th of each year, County shall develop a preliminary monitoring schedule for the next fiscal year. The County shall use a risk assessment tool to determine which Subrecipients and Developers will be monitored. Existing Subrecipients and Developers that have the highest number of risk factors, as determined by the County, along with new Subrecipients and Developers that have never been monitored by the County, will be given the highest priority for monitoring. Subrecipients and Developers with multiple findings during initial monitoring should be monitored by

the County annually throughout the term of the contract. The City will partner with the County for monitoring of Subrecipients and Developers.

9. ADMINISTRATIVE EXPENSES

The amounts designated as administrative funds in the Budget are to be used as administrative expenditures related to carrying out the HOPWA program activities, housing, and services described in this Agreement in compliance with 24 C.F.R. § 574.500 and 2 CFR§ 225 .

10. METHOD OF PAYMENT

The County may submit requests for payment to the Community Housing Services Division of the City of Oakland's Human Services Department no more than once per month and not less than once per quarter. When submitting a request for payment, the County shall use the Request for Payment form. Each Request for Payment form will include a summary of the funds expended, by budget category and Subrecipients and Developers, for the months for which funds are requested.

The County shall retain, for review by the City, documentation to support the funding requested. In order to receive payment, each request must be substantiated by documentation reasonably sufficient to support the payment requested by the County including documentation of rate and hours for staff and consultant and invoices for non-personnel costs. The County shall grant access to representatives of the City to any supporting documentation within seven days after receipt of a written request by the City.

Funds disbursed to the County may not exceed the amount set forth in the Budget attached as Schedule B. The City's Community Housing Services staff shall verify and approve requisitions and required supporting data for accuracy and programmatic compliance prior to submitting them to the City's Grants and Projects Division for payment. Relevant reports and documents are to be submitted as required within the context of this Agreement. The County's failure to comply with these requirements will cause a delay in payment and could result in termination of the Agreement. The City shall process and forward all eligible payment requests to the City's Grants and Projects Division within ten working days of their receipt by the City's Community Housing Services staff. The City shall be responsible for the IDIS system, setting up all projects and activities, and tracking budgets in the HUD system. The City shall draw funds as required for timely reimbursement. The County shall endeavor to assist the City in IDIS management as needed.

All authorized financial obligations incurred in the performance of this Agreement must be reported to the City within sixty (60) days of the expiration of the Performance Period under the Agreement, as such period may be adjusted from time to time. No claims

submitted after the sixty day period shall be recognized as binding upon the City for reimbursement. Any financial obligation and/or debts incurred by the County and not reported to the City within the sixty day period may become the sole liability of the County, and the City may be relieved of any and all responsibilities unless there is a justifiable cause and valid reason of delayed submission.

11. AUDIT REPORT

In addition to the reporting requirements listed in Section 8 – Monitoring and Reporting, the County shall commission an independent auditing firm to prepare and file with the City an annual audit report for each year during the term of this Agreement. The County's failure to submit the audit report may result in the termination of this Agreement.

The audit report shall be submitted to the City by March 30th of each year during the term of this Agreement. The audit report shall be made in accordance with the provisions of the Federal Office of Management and Budget Circular A-128. The City will use the audit report to determine whether:

1. The financial statements of the County present fairly its financial position and the results of its operations in accordance with generally accepted accounting principles.
2. The County has (i) an internal control structure to provide reasonable assurance that the County is managing Federal awards in compliance with applicable laws and regulations, and (ii) controls that ensure compliance with laws and regulations that could have a material impact on the County's financial statements.
3. The County has complied with laws and regulations for the HOPWA Program that may have a direct and material effect on the County's financial statements.

The County shall also submit any internal control monitoring (or audit) conducted during the term of this Agreement to the City. The County shall require Subrecipients and Developers with which the County contracts in connection with this Agreement to meet the same audit requirements set forth in this Section 11.

12. INDEMNITY

The County shall indemnify and hold the City, its Councilmembers, officials, directors, employees, and agents harmless from any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) that the City may incur as a result of (i) the improper use of HOPWA Allocation by the County, (ii) the County's failure to perform its obligation to monitor the use of HOPWA Allocation under this Agreement, or (iii) any demand by HUD to the City for reimbursement of any HOPWA Allocation to the extent such demand is based on the negligent acts or omissions or willful misconduct of the County. The duty of the County

to indemnify includes the duty to defend the City in any court action, administrative action, or other proceeding brought by any third party, including HUD, to the extent such action or proceeding arises as a result of the County's negligence or willful misconduct in the performance of its obligations under this Agreement. The County's duty to indemnify shall survive the term of this Agreement.

The County shall require each Subrecipients and Developers to indemnify and defend the City to the same extent and in the same manner as described in the first paragraph of this Section 12 from the consequences of the Subrecipients and Developers act or omission involving negligence or willful misconduct in the performance of its obligations under contracts entered into in connection with this Agreement.

The City shall indemnify and defend the County to the same extent and in the same manner as described in the first paragraph of this Section 12 from the consequences of the City's act or omission involving negligence or willful misconduct in the performance of its obligations under this Agreement.

The party with the obligation to indemnify pursuant to this Section 12 shall pay the indemnified parties as soon as practicable following the determination of the amount due.

13. PROMPT PAYMENT

This Agreement is subject to the Prompt Payment Ordinance codified in Chapter 2.06 of the Oakland Municipal Code. Under said Ordinance, the City must disburse grant funds to a Project Sponsor within 20 business days after receipt of an undisputed request for payment. An undisputed request for payment is a request for payment that is not a "disputed invoice" within the meaning of the Prompt Payment Ordinance. Under the ordinance, a "disputed invoice" is an invoice or request for payment that is either (1) improperly executed by Project Sponsor, (2) contains errors, (3) requires additional evidence to determine its validity, and/or (4) contains expenditures or proposed expenditures that are ineligible or that do not otherwise comply with reimbursement or disbursement requirements of the City or another grant funding source. If a request for payment is "disputed," the payment/disbursement shall not be subject to late penalties until the dispute is resolved. In the event a request for payment is disputed, the City shall notify the Project Sponsor and the City's Liaison (as defined in the Prompt Payment Ordinance) in writing within five business days of receiving the disputed request for payment that there is a bona fide dispute, in which case the City shall withhold the disputed amount and may withhold the full amount if the funding source for the grant requires that the disputed expenditures be fully resolved prior to any disbursement of grant funds. If the funding source for the grant requires its review and approval before payments are made to a Project Sponsor, this period shall be suspended for any period of review by said agency. If any amount due by the City to be disbursed to a Project Sponsor pursuant to this Agreement is not timely paid in accordance with the Prompt Payment Ordinance, the Project Sponsor is entitled to interest penalty in the amount of 10% of the improperly withheld amount per year for every month that payment is not

made, provided that the Project Sponsor agrees to release the City from any and all further claims for interest penalties that may be claimed or collected on the amount due and paid. Grant recipients that receive interest penalties for late payment pursuant to the Prompt Payment Ordinance may not seek further interest penalties on the same late payment in law or equity.

The Prompt Payment Ordinance further requires that, unless specific exemptions apply, a Project Sponsor shall pay undisputed invoices of its subcontractors for goods and/or services within 20 business days of submission of invoices unless the Project Sponsor notifies the City's Liaison in writing within five business days that there is a bona fide dispute between the Project Sponsor and claimant, in which case the Project Sponsor may withhold the disputed amount but shall pay the undisputed amount. Disputed payments are subject to investigation by the City's Liaison and, and upon the filing of a complaint, the Project Sponsor, if opposing payment, shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If the Project Sponsor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next grant payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims. A Project Sponsor is not allowed to retain monies from subcontractor payments for goods as project retention, and is required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five business days of payment. For the purpose of posting on the City's website, the Project Sponsor is required to file notice with the City of release of retention and payment of mobilization fees, within five business days of such payment or release. In addition, the Project Sponsor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five business days following receipt of payment from the City. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each.

14. INVESTIGATION AND/OR DISCIPLINE DISCLOSURE

Project Sponsor and any and all Subrecipients and Developers shall submit information concerning any investigations and/or discipline imposed by any state or federal authorities by completing Schedule V – Affidavit of Non-Disciplinary or Investigatory Action and Schedule Z – Certification of Debarment and Suspension.

15. INSURANCE

Unless a written waiver or self-certification is obtained from the City's Risk Manager, County must provide the insurance listed in the City of Oakland **Insurance Requirements** attached hereto as **Schedule Q** and incorporated herein by reference.

16. TERMINATION OR MODIFICATION FOR LACK OF APPROPRIATION

The City's obligations under this Agreement are contingent upon the availability of funds from the funding source for this Agreement. The City may terminate this Agreement on 30 days' written notice to County without further obligation if said funding is withdrawn or otherwise becomes unavailable for continued funding of the Agreement. After termination of this Agreement the City shall pay all amounts due to the County under this Agreement within 30 days of receipt of invoice from County

17. NON-DISCRIMINATION AND EQUAL EMPLOYMENT PRACTICES

County shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, County agrees as follows:

- a. County and Subrecipients and Developers, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. County and Subrecipients and Developers shall state in all solicitations or advertisements for employees placed by or on behalf of County that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. County shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.
- d. If applicable, County will send to each labor union or representative of workers with whom County has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of County's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. EQUAL BENEFITS ORDINANCE

This Agreement is subject to the Equal Benefits Ordinance codified in Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this

ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Project Sponsors between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The ordinance shall only apply to those portions of a Project Sponsor's operations that occur (1) within the City of Oakland; (2) on real property outside the City of Oakland if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or Subrecipients and Developers of any contract with Project Sponsor.

The Equal Benefits Ordinance requires among other things, submission of the Equal Benefits-Declaration of Nondiscrimination attached and incorporated herein as Schedule N-1.

19. LIVING WAGE ORDINANCE

Project Sponsor will be considered a City Financial Assistance Recipient ("CFAR") and must comply with the Oakland Living Wage Ordinance if it receives \$100,000 or more in financial assistance from the City during a 12-month period. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Schedule N and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial hourly wage rate of \$12.53 with health benefits or \$14.40 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Project Sponsor shall pay adjusted wage rates.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.87 per hour. Project Sponsor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request,

and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

- d. Federal Earned Income Credit (EIC) – Project Sponsor shall inform employees that he/she may be eligible for earned income credits and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Project Sponsor shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City’s Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Project Sponsor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Project Sponsor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Project Sponsor shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Project Sponsor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Project Sponsor shall require Subrecipients and Developers that provide services under or related to this Agreement to comply with the above Living Wage provisions. Project Sponsor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

20. LITIGATION AND PENDING DISPUTE DISCLOSURE

Project Sponsor shall promptly give notice in writing to the City of any litigation pending or threatened against Project Sponsor in which the amount claimed is in excess of \$50,000. Project Sponsor shall disclose, and represents that it has disclosed, any and all pending disputes with the City prior to execution of this Agreement on **Schedule K**,

incorporated herein by reference. Failure to disclose pending disputes prior to execution of this Agreement shall be a basis for termination of this Agreement.

21. NOTICE

If either party desires or is required to give notice to the other, such notice shall be given in writing by prepaid U.S. certified or registered postage, addressed to recipient as follows:

City of Oakland
Human Services Department
150 Frank H. Ogawa Plaza, Suite 4340
Oakland, CA 94612
Attn: Susan R. Shelton

County Project Sponsor
Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Kara Douglas

Any party to this Agreement may change the name or address of representatives for purpose of paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

22. AMENDMENT

This Agreement may only be amended through a written amendment executed by both the City and the County.

23. APPROVAL

If the terms of this Agreement are acceptable to County and City, sign and date below.

[SIGNATURES ON FOLLOWING PAGE]

The City and the County are signing this Agreement as of the date set forth in the introductory paragraph.

CITY OF OAKLAND
A Municipal Corporation

By: _____
City Administrator Date

ADMINISTERING AGENCY APPROVAL FOR FOWARDING
Human Services Department

By: _____
Director, Human Services Department Date

APPROVED AS TO FORM AND LEGALITY

By: _____
City Attorney's Office Date

COUNTY OF CONTRA COSTA
A Political Subdivision of the State of California

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

APPROVED AS TO FORM
Sharon Anderson, County Counsel

By: _____
Deputy County Counsel Date

SCHEDULE A

PRIORITY SETTING AND SELECTION PROCESS

The County, in consultation with the City as laid out below, shall allocate and award the HOPWA allocation received under this contract to eligible entities (“Subrecipients” and “Developers”) to carry out HOPWA-eligible activities within the County’s jurisdiction, and shall monitor and report on the results. This work shall be carried out consistent with the following requirements:

1. Consolidated Planning Process

The City prepares a Consolidated Plan and an annual Action Plan as a requirement for participation in certain federal housing programs funded through the U.S. Department of Housing and Urban Development, including the HOPWA program. The County will coordinate the development of such information as is required to substantially complete all narratives, tables and other sections related to HOPWA funds and activities, unmet HIV/AIDS housing and supportive service needs, and priorities and strategies within the County, and provide this information to the City in a format to be determined by the City. The City shall present the County with a schedule of needed information well in advance of deadlines, and shall closely coordinate on compiling required information.

The City will include the County’s HOPWA priorities and contemplated allocation of resources among eligible funding categories in the Consolidated Plan and/or Annual Plan.

2. Establishment of Priorities

In consultation with the City and other stakeholders in the community, the County will recommend priorities for the HOPWA funds, categories for funding, and a method and schedule for awarding funds within the County.

In preparing these recommendations the County will use, but is not limited to, information from the following sources and planning documents:

- The most recent HOPWA or HIV/AIDS housing needs assessment;
- The most recent Oakland TGA HIV/AIDS Health Services Comprehensive Plan (the “Comprehensive Plan”), required for participation in programs funded through the U.S. Department of Health and Human Services’ Ryan White Program.
- The Continuum of Care Plan, 10-year Plan or other plans adopted by the Board of Supervisors to address homelessness and housing crises in the County, and any updates or addenda to this Plan.
- Other relevant documents or needs assessments related to housing needs, homelessness, HIV/AIDS prevalence and related matters.

The County’s recommendations will take into consideration the priorities of the community

as expressed in any comprehensive HIV/AIDS housing needs assessment, and shall endeavor to incorporate recommendations from relevant homeless or housing plans, changes in the HIV/AIDS epidemic that may change the demand for HIV/AIDS housing and related services, and priorities established by complementary funding streams which HOPWA funds may be used to leverage.

3. Consultation with Local HIV/AIDS Advisory Bodies:

The County shall, either in the creation of a comprehensive needs assessment as referenced above, or through other means of consultation, consult with the following agencies: the County department with responsibility for HIV/AIDS care, the HIV/AIDS Planning Council, which sets priorities for Ryan White funding; with the cities and/or entitlement jurisdictions that participate in county-level housing planning; public and private organizations involved in the provision of housing and services to persons living with HIV/AIDS; and other local interest groups.

4. Public Meetings

The County will strive to encourage persons with HIV/AIDS, their families and advocates to express their views and ideas of what they perceive as community development and housing needs in the County through the above mentioned priority-setting processes.

The County will include a discussion of HOPWA in its meetings for its Annual Action Plan. Meeting participants will be provided with information about the HOPWA program, amount of HOPWA funds available, eligible activities, and the application process.

In addition, the County shall cause an annual meeting to be held for coordination of HIV/AIDS programs. The widely publicized public meeting will be held to advise residents and nonprofit organizations of program requirements and processes to be followed in developing and approving applications for federal grant programs, including HOPWA.

Meeting participants will be provided with information about the HOPWA program, funds available for both housing and community development activities and for planning and administrative activities. Citizens, public agencies, and other interested parties will have information available to them, including the specific amount of assistance the County expects to receive and the range of eligible activities that may be undertaken. This information will be published in the non-legal section of one or more newspapers of general circulation at least thirty (30) days prior to the date applications for funding are due. The City may conduct additional public meetings at various stages of the funding process. Meetings will be scheduled at times and locations that permit broad participation by very low and low-income persons. When needed or upon request, translators will be made available for non-English speaking attendees and the hearing-impaired.

5. Recommendations for Funding Categories and Allocations

Based on HOPWA priorities established through the consultative process described above, the County will develop recommendations concerning the amount of HOPWA funds to be allocated to each eligible funding category. The County will present these recommendations to the City for its review and comment. City approval will depend on the County's proposal being: (a) consistent with the City's established community priorities, and (b) eligible for receipt of HOPWA funds in accordance with HOPWA regulations and guidance.

6. Competitive Application Process

HOPWA funds will be allocated to eligible activities consistent with the established funding priorities through one or more competitive application processes seeking program Subrecipients and Developers to work directly with people living with HIV/AIDS. The City may participate in this process as an observer and may provide technical assistance. The County will host public meetings to discuss the use of HOPWA funds in the County's jurisdiction and to provide technical assistance to potential applicants in developing eligible projects. Additional technical assistance will be available upon request.

The County is responsible for overall implementation of the competitive application. The Notices of Funding Availability (NOFAs) will be sent to all interested parties. The County will convene a review panel consisting of County staff and representatives from a selected number of cities or other parties with knowledge of the community who do not have a conflict of interest. The funding recommendations from the County will be based on the following established criteria: consistency with established priorities; eligibility under federal regulations; alleviation of identified needs; target population; project feasibility and cost-effectiveness; experience; outreach and affirmative marketing program; and project readiness.

7. Funds Awarded and Distributed

Following completion of the competitive application process described above, the County shall submit to the City a description of the priority-setting, selection process and a list of selected Subrecipients and Developers. Activities and expected timelines approved by both the City and the County will be attached to this Agreement as Schedule A, and shall be incorporated into the HOPWA funding agreement between the City and the County.

The City will review the proposed projects to confirm eligibility under federal regulations and contracting requirements (24 CFR Part 574). If the proposed projects comply with federal HOPWA regulations, the City will approve the projects and so inform the County. If the City finds that the proposed projects are inconsistent with federal HOPWA regulations, the City will so inform the County and provide a rationale for its finding(s). Unless rejected by the City in writing within thirty (30) days after receipt of the staff report and budget allocation report, the projects will be deemed accepted.

Following approval by the City, the County will submit the recommended projects and program Subrecipients and Developers to the County Board of Supervisors for its review and approval. Once approved by the County Board of Supervisors, the County will submit a final Schedule C to the City.

Any HOPWA eligible Program Delivery costs associated with any of the Developer of Subrecipient contracts are built into the budget line item for Developer or Subrecipient per 24 CFR 574.3.

8. Contract Renewals

In order to encourage continuity and cost-effectiveness in the provision of services, the County shall consider two-year contracts for housing operations, housing counseling and supportive service projects and/or programs. Projects and/or programs will be evaluated after the first year of performance. Second-year implementation will be contingent upon funds availability and a satisfactory performance evaluation. The County will provide the City with information regarding the second-year funding recommendations.

SCHEDULE B

2015 HOPWA PROGRAM BUDGET

A detailed budget will be developed by the County and submitted to the City for approval. Once approved, it will be attached to this Agreement as Schedule B, and shall be incorporated into the HOPWA funding agreement between the City and the County.

Project Activity Funds

Project Sponsor Admin Funds (7% max)

Total County 2015 HOPWA Allocation \$ 511,585



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: August 18, 2015

Subject: California Department of Aging, Health Insurance Counseling and Advocacy Program Funding

RECOMMENDATION(S):

ADOPT Resolution No. 2015/282 to approve and authorize the Employment and Human Services Director, or designee, to execute a contract with the California Department of Aging to pay County an amount not to exceed \$338,233 for Health Insurance Counseling and Advocacy Program (HICAP) services for the period July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

County to receive an amount not to exceed \$338,233 from the California Department of Aging, Agreement Number HI-1516-07. (56% State, 44% Federal) (No County match)

BACKGROUND:

The Employment and Human Services Department, Area Agency on Aging, provides Health Insurance Counseling and Advocacy Program services to Medicare beneficiaries including Medicare beneficiaries by virtue of a disability and those persons imminent of Medicare eligibility as defined by Welfare and Institutions Code (W&I) sections 9541 (a) and (c) (2) and to the public at large for HICAP community education services under W&I Code sections 9541 (c) (1) (4) (5) and (6).

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Elaine Burres,
313-1717

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, the Health Insurance Counseling and Advocacy Program services could not be delivered by the Employment and Human Services Department, Area Agency on Aging, to County residents.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Resolution No. 2015/282

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

Adopted this Resolution on 08/18/2015 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2015/282

In The Matter Of: California Department of Aging, Health Insurance Counseling and Advocacy Program funding, Agreement No. HI-1516-07.

WHEREAS, the Employment and Human Services Department, Area Agency on Aging, provides Health Insurance Counseling and Advocacy Program (HICAP) services for Contra Costa County residents, and,

WHEREAS, the program eligible residents include Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility as defined by Welfare & Institutions (W & I) Code section 9541 (a) and (c) (2) and to public at large for HICAP community education services under W & I Code sections 9541 (c) (1), (4), (5), and (6), and,

WHEREAS, County receives annual State and Federal funding for HICAP services.

Now, Therefore, Be It Resolved: The Contra Costa County Board of Supervisors approve and authorize the Employment and Human Services Department Director, or designee, to execute a contract with the California Department of Aging to pay County an amount not to exceed \$338,233 (Agreement No. HI-1516-07) for Health Insurance Counseling and Advocacy services for the period of July 1, 2015 through June 30, 2016.

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

ATTESTED: August 18, 2015

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

Contact: Elaine Burres, 313-1717

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: August 18, 2015

Subject: Assistance League of Diablo Valley Funding

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept funding from the Assistance League of Diablo Valley in an amount not to exceed \$11,000 for the Independent Living Skills Program, Senior Year Expenses Scholarship Program for foster care youth residing in Contra Costa County for September 1, 2015 through June 30, 2016.

FISCAL IMPACT:

County to receive an amount not to exceed \$11,000 from the Assistance League of Diablo Valley. (No County match)

BACKGROUND:

The funding from the Assistance League of Diablo Valley will assist Independent Living Skills Program (ILSP) foster youth participants with the costs of high school senior year expenses. Program participants are foster youth who are Juvenile Court dependents of Contra Costa County and foster youth residing in the County. The ILSP will administer the Senior Year Expenses Scholarship Program on behalf of the Assistance League of Diablo Valley and will distribute the funds to eligible foster youth.

The

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- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Elaine Burres,
313-1717

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

program was created to address the needs of foster youth high school seniors as foster care payments received by care providers are insufficient to provide for extra curricular activities.

CONSEQUENCE OF NEGATIVE ACTION:

The Senior Year Scholarship Program for foster youth would not be funded.

CHILDREN'S IMPACT STATEMENT:

The funding will support one of the five community outcomes established in the Children's Report Card: (2) "Children and Youth Healthy and Preparing for Productive Adulthood" by assisting foster youth with the costs of high school senior year expenses, encouraging continued school attendance and high school graduation.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Grant Award #28-857-1 from Kaiser Permanente, Diablo Area Community Benefits

RECOMMENDATION(S):

Approve and authorize the Health Services Director or his designee, to accept on behalf of the County Grant Award #28-857-1, (20644711) from Kaiser Permanente, Diablo Area Community Benefit, to pay the County up to \$50,000 in funding for the County’s Public Health, Family Maternal and Child Health (FMCH), Healthy Families American Project, for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

Approval of this Grant Award will result in up to \$50,000 in funding from Kaiser Permanente, Community Benefit Diablo Area, for the FMCH, Healthy Families American Project through June 30, 2016. (No County match required)

BACKGROUND:

The Kaiser Permanente, Diablo Area Community benefit Grants program has

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Dan Peddycord,
313-6712

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

By: , Deputy

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

awarded Contra Costa County Health Services (CCHSD) a grant award for its Public Health, Family Maternal & Child Health Program, Healthy Families America project. The project is being developed in collaboration with all other CCHSD programs serving women needing prenatal care, as well as community medical providers, and other organizations that service the population of low-income pregnant women. Through evidence-based home visiting services, community health worker specialist will provide outreach, assessment, education and support to pregnant women and their families with an emphasis on African American residents of East Contra Costa County. The goal of the project is to provide services to healthy mothers, healthy babies and nurturing parents.

Approval of Grant Award #28-857-1 will support two Community Health Workers Specialist, equipment, training, travel reimbursement, and family support materials, including educational items and transportation assistance for clients to access medical services through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this grant award is not approved, the County will not receive funding to support the Healthy Families America Project.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: Jessica Hudson, County Librarian
Date: August 18, 2015

Subject: Grant from Crockett Community Foundation

RECOMMENDATION(S):

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 public programs at the Crockett Library for the period September 1 through December 31, 2015.

FISCAL IMPACT:

No Library Fund match.

BACKGROUND:

Funds from the grant will provide high-quality programs for children, teens and families in Crockett that would otherwise be cost-prohibitive to implement. Public programs offered through these funds meet the Contra Costa County Library strategic goal to ensure easy, equitable access to library services for all county residents. Programs also meet the Library's strategic goal to champion personal and community engagement in literacy and reading to enrich lives. The Crockett Community Foundation is a generous supporter of the Library. Previous grant awards have supported materials, programs and building improvements.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding the library programs will not occur.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 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-related programs, experience new ideas.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Grant Award #28-865-1 from Kaiser Foundation Hospitals

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to accept on behalf of the County, Grant Award #28-865-1 (#20645387) from Kaiser Foundation Hospitals, to pay the County up to \$50,000, in funding for the East County Outpatient Lactation Support Project, for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

Acceptance of this Grant Award will result in up to \$50,000 in funding from Kaiser Foundation Hospitals. No County match required.

BACKGROUND:

The goal of the project is to address the disparity in lactation services and perinatal outcomes in East County by increasing breastfeeding rates and increasing information and services to pregnant, post-partum and women of child-bearing age. Currently the Brentwood and

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Dan Peddycord,
313-6712

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

By: , Deputy

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

Pittsburg clinics have less lactation support and consistently lower breastfeeding rates than the rest of the County. Contra Costa Women Infant and Children Program currently employs five (5) lactation consultants, one (1) in East County, two (2) in West County and two (2) in Central County. This grant will allow one (1) additional lactation consultant in East County.

Approval of Grant Award #28-865-1 will provide continuous support the County's the East County Outpatient Lactation Support Project, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this grant is not approved, the County will not receive funding to support the activities for the East County Outpatient Lactation Support Project.

CHILDREN'S IMPACT STATEMENT:

Not applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Interagency Agreement #29-520-7 with the Pittsburg Unified School District

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Interagency Agreement #29-520-6 with the Pittsburg Unified School District, a government agency, to pay County up to \$150,000 in funding, to provide mental health intervention services for certain Special Education students, for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

Approval of this Interagency Agreement will result in a total payment to the County up to \$150,000. No County match required.

BACKGROUND:

Contra Costa Behavioral Health Services Division/Mental Health in collaboration with Lincoln Child Center and Pittsburg Unified School District will implement the Petite Academy Program to provide mental health services for the seriously emotionally disturbed youth and

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon,
957-5201

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

By: , Deputy

cc: J Pigg, N Rios

BACKGROUND: (CONT'D)

families who live in East County.

Approval of Interagency Agreement #29-520-7 will allow Agency to pay County for the provision of professional mental health intervention services to Agency-designated severely emotionally disturbed Special Education students, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, County will not receive funding to support mental health intervention services for certain Special Education students.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Amendment Agreement #29-502-36 with the 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 Amendment Agreement #29-502-36 (State 14-90053, A01) with the Department of Health Care Services, effective July 1 2014, to amend Standard Agreement #29-502-34 (as amended by Amendment Agreement #29-502-35), to increase the amount payable to County by \$1,286,253, from \$27,651,872 to a new payment limit up to \$28,938,125 in funding, with no change in the original term of July 1, 2014 through June 30, 2017.

FISCAL IMPACT:

Approval of this amendment agreement will result in an increase up to \$1,286,253 in funding to a new total of \$28,938,125 from the Department of Health Care Services. No County match required.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon
(957-5201)

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

By: , Deputy

cc: J Pigg, N Rios

BACKGROUND:

The Standard Agreement #29-502 is a combined Negotiated Net Amount (NNA) and Drug/Medi-Cal contract. The NNA Agreement requires counties to provide Drug/Medi-Cal services up to their full State General Fund allocation for Drug/Medi-Cal match. If the required services exceed the allocation, counties may access Drug/Medi-Cal reserve set aside for this purpose.

On December 2, 2014, the Board of Supervisors approved Standard Agreement #29-502-34 (as amended by Amendment Agreement #29-502-35), with the Department of Health Care Services, for the period from July 1, 2014 through June 30, 2017, to provide Substance Abuse Treatment services.

Approval of this Standard (Amendment) Agreement #29-502-35, will increase funding and make technical adjustments to the budget for the Drug Medi-Cal Substance Abuse Treatment Services with no change in the original term, through June 30, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved the County will not be able to receive additional funds to support continuation of the Substance Abuse Services, Prevention and Treatment Program.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Agreement #28-706-16 with Public Health Foundation Enterprises, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Agreement #28-706-16 with Public Health Foundation Enterprises, Inc., a nonprofit organization, in an amount up to \$22,466 in funding, to support the Emerging Infections Program - Retail Foods Project for the period from January 1, 2015 through July 31, 2015.

FISCAL IMPACT:

The Agreement will result in up to \$22,466 in funding by Centers for Disease Control and Prevention Cooperative Grant for the Emerging Infections Program through the Public Health Foundation Enterprises, Inc. (No County match required)

BACKGROUND:

The National Antimicrobial Resistance Monitoring System (NARMS) for Enteric Bacteria was established in 1996 to monitor bacterial resistance, specifically, the resistance among Salmonella and other enteric bacteria. The 17 participating state health departments forward every tenth human Salmonella isolate to CDC for antimicrobial susceptibility testing.

The CDC is requesting that additional Emerging Infections Program (EIP) sites participate

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Daniel Peddycord
313-6712

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

By: , Deputy

cc: J Pigg, N RIOS

BACKGROUND: (CONT'D)

in the study of foodborne bacteria. Such bacteria is not uncommon and often is associated with the use of antimicrobial agents in food animals, especially in retail food. This study will assist in generating a database that may be utilized to augment the development of intervention programs to stem the high prevalence of antimicrobial resistance in the meal and poultry food supply. The goal of the study is to determine the prevalence of anti-microbial resistance among Salmonella, Campylobacter, E.coli and enterococci isolated from a sample of chicken, ground turkey, ground beef and pork chops purchased from selected grocery stores in the catchment area of the California EIP FoodNet site. This will include samples collected from Contra Costa, Alameda and San Francisco County retail grocery stores.

Approval of this Agreement #28-706-16 will allow continuous funding to support the Emerging Infections Program - Retail Foods Project, through July 31, 2015. This Agreement includes mutual indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, The County will not receive additional funding to continue provide ser-vices for the Emerging Infections Program - Retail Foods Project.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Approval of Standard Agreement #28-643-8 with the California Department of Public Health

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Standard Agreement #28-643-8 (State #15-10252) with the California Department of Public Health, in an amount up to \$258,044 in funding, payable to County, for the Sexually Transmitted Disease (STD) Community Intervention Program, for the period from July 1, 2015 through June 30, 2019.

FISCAL IMPACT:

Approval of this Agreement will result in up to \$258,044 for the STD Community Intervention Program. (No County match required.)

BACKGROUND:

The purpose of this project is to facilitate, develop, and enhance local capacity for STD awareness and prevention through a process of community-health department collaboration and partnership. Approval of Standard Agreement #28-643-8 will continue funding to enhance the STD Prevention and Control Program, incorporating education, awareness, outreach, counseling, testing,

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Daniel Peddycord,
925-313-6712

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

By: , Deputy

cc: J Pigg, N Rios

BACKGROUND: (CONT'D)

treatment, surveillance, reporting, and/or partner services, with special emphasis on individuals at high risk for infectious transmitted diseases, through June 30, 2019. This agreement includes agreeing to indemnify and hold harmless the State from any claims arising out of the performance of this Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not receive funds to continue providing education to providers and to the public regarding the incidence of STDs, correct treatment and prevention.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Amendment Agreement #28-861-2 with the City of San Pablo

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Grant Amendment Agreement #28-861-2 with the City of San Pablo, effective June 30, 2015, to amend Agreement #28-861 (as amended by Amendment Agreement #28-861-1), with no change in the original amount of \$34,190 payable to County, and to extend the term from June 30, 2015 through June 30 2016.

FISCAL IMPACT:

Approval of this amendment extension will result in no change in the amount payable to County of \$34,190 from the City of San Pablo, through Caltrans, for the County’s Public Health, Rumrill Boulevard/13th Street Corridor Mobility Plan Project. No County match required.

BACKGROUND:

On August 12, 2014, the Board of Supervisors approved Grant Award #28-861 (as amended by Amendment Agreement #28-861-1), with the City of San Pablo to accept funds to support

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Daniel Peddycord
(313-6712)

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

By: , Deputy

cc: J Pigg, N Rios

BACKGROUND: (CONT'D)

the County's Public Health, Community Wellness and Prevention Program, Rumrill Boulevard/13th Street Corridor Mobility Plan Project, for the period from May 1, 2014 through June 30, 2015, including mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract.

Approval of Amendment Agreement #28-861-2 will extend the term allowing the County's Public Health, Community Wellness and Prevention Program, to continue supporting the Rumrill Boulevard/13th Street Corridor Mobility Plan Project through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

Not applicable

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Adopt Resolution for the Metropolitan Transportation Commission Grant

RECOMMENDATION(S):

Approve and authorize the Health Service Director, or designee, to accept Transportation Development Act (TDA) Grant funds from Metropolitan Transportation Commission for the Bicycle and Pedestrian Safety Education Project, in the total amount of \$30,000, for fiscal year 2015/2016.

FISCAL IMPACT:

Approval of this resolution will result in \$30,000 in funding payable to the County from the Metropolitan Transportation Commission. \$11,716.69 will be the county matched required.

BACKGROUND:

Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrian and bicyclists. The Metropolitan Transportation Commission (MTC), as the regional transportation planning agency of the San Francisco Bay region, has adopted MTC Resolution No. 875, Revised, which delineates

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Dan Peddycord,
313-6712

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

By: , Deputy

cc: T Scott, N Rios, N Benavides

BACKGROUND: (CONT'D)

procedures and criteria for submission of requests for the allocations of TDA Article 3 countywide coordinated claim is required to submit a resolution from its governing body to MTC requesting and allocation of TDA Article 3 funds. Contra Costa Health Service Bicycle and Pedestrian Safety Education Project has received TDA funding since 1999.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Department will not receive the funding from TDA to provide bicycle and pedestrian safety education in elementary and middle schools throughout Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

Children will have increased knowledge about bicycle and pedestrian safety.

ATTACHMENTS

Resolution No. 2015/306

Attachment A

Attachment B

Attachment C

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

Adopted this Resolution on 08/18/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2015/306

In the Matter of: Request to the Metropolitan Transportation Commission for the allocation of fiscal year 2015/2016 Transportation Development Act Article 3 Pedestrian/Bicycle project funding

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No.4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the CONTRA COSTA COUNTY BOARD OF SUPERVISORS desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists;

Now, Therefore, Be It Resolved, that the CONTRA COSTA COUNTY BOARD OF SUPERVISORS declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code; and Furthermore, Be It Resolved, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the CONTRA COSTA COUNTY BOARD OF SUPERVISORS to carry out the project; and Furthermore, Be It Resolved, that the project has been reviewed by the countywide Bicycle Advisory Committee and has been approved by MTC to use the countywide BAC and the countywide BAC provides for expanded representation of CONTRA COSTA COUNTY BOARD OF SUPERVISORS and the designated representatives are familiar with the bicycle and pedestrian needs of CONTRA COSTA COUNTY BOARD OF SUPERVISORS; and furthermore, Be It Resolved, that the CONTRA COSTA COUNTY BOARD OF SUPERVISORS attests to the accuracy of and approves the statements in Attachment A to this resolution; and Furthermore, Be It Resolved, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of CONTRA COSTA COUNTY for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

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

Contact: Dan Peddycord, 313-6712

ATTESTED: August 18, 2015

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

By: , Deputy

cc: T Scott, N Rios, N Benavides

Attachment A

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2015/2016
Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

Findings

Page 1 of 1

1. That the **CONTRA COSTA COUNTY BOARD OF SUPERVISORS** is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the **CONTRA COSTA COUNTY BOARD OF SUPERVISORS** legally impeded from undertaking the project(s) described in “Attachment B” of this resolution.
2. That the **CONTRA COSTA COUNTY BOARD OF SUPERVISORS** has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the **CONTRA COSTA COUNTY BOARD OF SUPERVISORS** within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the **CONTRA COSTA COUNTY BOARD OF SUPERVISORS** agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Attachment A

Re: Submittal of Countywide Coordinated Claim to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2015/2016 TDA Article 3 Pedestrian/Bicycle Project Funds to Claimants in **CONTRA COSTA COUNTY**

Prioritized List of Projects

	Short Title Description of Project	TDA Article 3 Amount	Total Project Cost
1.	Bicycle and Pedestrian Safety Education Project	\$30,000	\$41,716.69
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	Totals	\$30,000	\$41,716.69

TDA Article 3 Project Application Form

Fiscal Year of this Claim: 2015/16 Applicant: Contra Costa Health Services

Contact person: Tracey Rattray

Mailing Address: 597 Center Ave. Suite 125

E-Mail Address: tracey.rattray@hsd.cccounty.us Telephone: (925) 313-6835

Secondary Contact (in event primary not available): Coire Reilly

E-Mail Address: coire.reilly@hsd.cccounty.us Telephone: (925) 313-6252

Short Title Description of Project: **Bicycle and Pedestrian Safety Education Project**

Amount of claim: \$41,716.69

Functional Description of Project:
CCHS- Contra Costa Health Services will provide bicycle and pedestrian safety education in elementary and middle schools and throughout Contra Costa County.

Financial Plan:

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

Project Elements:

Funding Source	All Prior FYs	Application FY	Next FY	Following FYs	Totals
TDA Article 3	\$745,677.45	\$30,000 (FY 15/16)			\$775,677.45
list all other sources:					
1. CCHS	\$289,081.67	\$11,716.69 (FY 15/16)			\$300,798.36
2.					
3.					
4.					
Totals					\$1,076,475.81

Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated).	No, 8/18/15
B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	Yes, see Comments Attachment C
C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	N/A
D. Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: December 12, 2014__	Yes, see Comments in attachment D
E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction).	N/A
F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) _____	Yes
G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)	N/A

Attachment C

The Project was reviewed at Countywide Bicycle Advisory Committee (CBAC) meeting on December 8, 2014. Comments from CBAC included a request for more information on how funds that were awarded last fiscal year were applied. CBAC also requested a statement from the applicant stating that they will replace old or damaged equipment.

Response to comments from Countywide Bicycle Advisory Committee

The following are highlights from the previous program year for Contra Costa Health Services' Bicycle and Pedestrian Safety Education Project:

Education and Encouragement:

CCHS delivered 11 school presentations to educate youth about safe walking and biking practices and to parent groups to help encourage parents to walk their kids to and from school.

CCHS hosted 7 bicycle rodeos throughout the county to educate youth about safe bicycling practices.

CCHS participated in 3 other walking or bicycling promoting events, including the Walk to Nature event in Richmond.

CCHS created and maintained 3 Walking School Busses at 3 different schools throughout the school year. Parents were trained, walking routes were determined, and parents were regularly given technical assistance and supplies by CCHS staff to maintain the Walking School Busses.

CCHS hosted 12 community helmet giveaways events across the county, giving away more than 750 helmets. CCHS staffed 4 Bike to Work Day stations and distributed helmets to participants who lacked helmets.

Partnerships:

CCHS has established a new partnership with Pogo Park in Richmond to pilot a helmet distribution program. CCHS staff trained Pogo Park staff how to fit helmets and gave Pogo Park 60 helmets and tracking documents, so they can distribute helmets to children who visit the park and want to ride the cycle track but do not have a helmet. If this pilot program is successful, we will investigate establishing other helmet outposts with other community groups.

Successful partnerships with the County Sheriff's office have resulted in two major biking events in the county that gave bicycles to children in low income communities.

Bicycle Rodeo and Statement of Replacing Equipment:

CCHS is committed to refurbishing our bicycle rodeo equipment. New parts have been ordered to replace old and damaged parts and we expect the rodeo to be fully stocked with new inventory by early February. Through our growing partnership with the Sheriff's office, we are currently in talks to have additional bicycle rodeo "mock city" parts made at no cost through the Sheriff's volunteer program.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: August 18, 2015

Subject: 2016 Head Start Continuation Grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to apply for and accept funding from the U.S. Department of Health and Human Services, Administration for Children and Families, in an amount not to exceed \$15,689,730 for Head Start program services for the period of January 1 - December 31, 2016.

FISCAL IMPACT:

Funding for the period January 1 – June 30, 2016 is included in the Department’s FY 2015-16 budget. Funding for the period July 1 – December 31, 2016 will be included in the Department’s proposed FY 2016-17 budget. The County, as Grantee, is required to generate a non-federal match of \$3,922,433 which is 20% of total federal and non-federal funding not to exceed \$19,612,163. This match is achieved through collaboration with State Child Development programs and the volunteer hours accrued by Head Start parents and community partners.

The application includes \$2,052,356 requested funding for the County's Head Start Delegate Agency, First Baptist Church of Pittsburg, California.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: CSB (925)
681-6345

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

By: , Deputy

cc: Christina Reich, Haydee Ilan, Cassandra Youngblood

BACKGROUND:

Head Start is a federal program that promotes the school readiness of children ages birth through five from low-income families by enhancing their cognitive, social and emotional development. Head Start programs provide a learning environment that supports children's growth in the following domains: language and literacy; cognition and general knowledge; physical development and health; social and emotional development; and approaches to learning.

Head Start also provides comprehensive services which include health, nutrition, social and other services determined as necessary via family needs assessments. Services are designed to be responsive to each child and family's ethnic, cultural, and linguistic heritage. Services are provided through a variety of service models including: centers or schools that children attend part or full day, family childcare homes and/or the children's own homes wherein a Head Start staff visit once per week to provide in-home services. Children who receive home-based services gather periodically with other enrolled families for group learning experiences facilitated by Head Start staff.

Contra Costa County submits an application annually to U.S. Health and Human Services Department, Administration for Children and Families as the Head Start grantee. The annual application includes newly identified goals and objectives for the program. This application was reviewed and approved by Head Start Policy Council on August 19, 2015. Approval of this board order will allow the continued provision of Head Start services to program eligible children and families.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not receive funding to operate Head Start childcare centers.

CHILDREN'S IMPACT STATEMENT:

The Community Services Bureau of the Employment & Human Services Department's Head Start program 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.

ATTACHMENTS

Head Start Grant Narrative

**Contra Costa County Employment & Human Services Department
Community Services Bureau
2016 Head Start Program Continuation Grant Funding Application**

**EXECUTIVE SUMMARY
INCOMING FUNDS NARRATIVE STATEMENT**

1. PROJECT/PROGRAM TITLE. Head Start Program Continuation Grant Funding Application for Budget Period 1/1/16 through 12/31/16.

2. FUNDING AGENCY. Department of Health and Human Services, Administration for Children and Families (ACF), Office of Head Start (OHS).

3. SUBMITTAL STATUS. This is a submission of application for continuation grant funding for FY 2016.

4. PROPOSED TERM. Funding must be requested annually. The standard one year budget period is from 1/1/16 through 12/31/16. The budget summary is below.

5. CURRENT FUNDING. Funding for Head Start is provided by federal dollars. Contra Costa County, as Grantee, is required to generate a 20% non-federal match of the total project budget, which may be in cash or in-kind contributions, fairly valued.

6. FUTURE FUNDING. An application for continuation grant funding must be submitted each year.

7. BUDGET SUMMARY

Budget Categories:	FY 2016 HS Program Operation
Personnel	\$ 4,180,228
Fringe Benefits	\$ 2,804,869
T & TA	\$ 118,498
Travel	\$ -0-
Supplies	\$ 270,000
Contractual	\$ 6,385,500
Other	\$ 1,065,328
Sub-Total of Direct Charges	\$14,824,423
Indirect Costs	\$ 865,307
Total Federal Amount Being Requested	\$15,689,730
Non-Federal Share	\$ 3,922,433
Total Federal and Non-Federal	\$19,612,163
<i>PA22/PA20 Requested Amount for First Baptist (Delegate Agency) included in Total Amount above</i>	\$2,052,356

8. STAFFING REQUIREMENTS. As Grantee, Contra Costa County operates the Head Start Program, which is administered and staffed by the Employment & Human Services Department, Community Services Bureau.

9. PROGRAM NEED. The Community Services Bureau serves the needs of low-income children (3-5 years of age under Head Start, and prenatal - 3 yrs under Early Head Start) and their families, by providing quality childcare, child development, and other services such as medical, mental health and dental needs.

10. RELATIONSHIP TO OTHER PROGRAMS. The Community Services Bureau's Head Start program combines Federal Head Start and State Child Development funding into one cohesive program. The Bureau also has strong collaborations with other departments within the County and partners with community based organizations, local private businesses, schools, non-profits, and volunteer organizations.

11. PROJECT GOALS. (Same goals and objectives for both Head Start and Early Head Start)

Goal 1: Poor health and nutrition are significantly correlated to children and families living in poverty. CSB will address the need to improve indicators of nutritional health through increased education, and physical activity.

Goal 2: Disabilities and mental health needs continue to trend upwards. CSB will expand mental health and disabilities assessment, treatment and case management linkage opportunities for children and families.

Goal 3: Exposure to violence has a lasting impact on children's development including their emotional, mental and physical health. CSB seeks to provide positive and enduring change that increases child attachment by providing services to promote the safety and well-being of children and families.

12. Goal 4: CSB will provide ongoing learning opportunities to enhance employees' career development and assist in meeting new job requirements.

STATED OBJECTIVES.

- By December 2016, CSB will implement the use of Otoacoustic Emissions (OAE) screenings for all infants/toddlers and preschool-age children who are non-responsive to audiometric screenings.
- By July 2016, CSB will implement an autism screening in an effort to link children and families to the appropriate interventions.
- By December 2016, CSB will implement an in-reach program at the Contra Costa County Detention Facilities in partnership with Contra Costa County Probation and the County Office of Education.
- By July 2016, CSB will enhance its violence prevention and safety program for children, families, and staff.
- By December 2016, CSB will roll out the Family Development Credential training program to Comprehensive Services staff.
- Through September 30, 2018, CSB will continue to support teaching staff in pursuit of their degrees through leveraging of resources and ongoing partnerships with community colleges.

13. ACTIVITY SUMMARY. Program continues to provide high-quality services.

14. EVALUATION METHOD(S). Measurable, results-based child and family outcomes have been implemented, such as the required State of California's Desired Results Developmental Profile, for programs providing services through collaboration with the State of California Department of Education.

15. CHANGES COMPARED TO PRIOR YEAR (if any). Goals and Objectives cover FY 2013 – FY 2018. Policy Council has been involved in the development, review and evaluation process of the goals and objectives.

16. POTENTIAL CONTROVERSIAL ISSUES. None. Public perception of the Head Start and Early Head Start programs remain positive. The Policy Council approved submission of this grant at their August 19, 2015 meeting.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: August 18, 2015

Subject: 2016 Early Head Start Continuation Grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to apply for and accept funding from the U.S. Department of Health and Human Services, Administration for Children and Families, for an amount not to exceed \$3,443,834 for Early Head Start program services for the period of January 1 - December 31, 2016.

FISCAL IMPACT:

Funding for the period January 1 – June 30, 2016 is included in the Department’s FY 2015-16 budget. Funding for the period July 1 – December 31, 2016 will be included in the Department’s proposed FY 2016-17 budget. The County, as Grantee, is required to generate a non-federal match of \$860,958 which is 20% of total federal and non-federal funding not to exceed \$4,304,792. This match is achieved through collaboration with State Child Development programs and the volunteer hours accrued by Head Start parents and community partners.

BACKGROUND:

Head Start is a federal program that promotes the school readiness of children ages birth through five from low-income families by enhancing their cognitive, social and emotional development. Head Start programs provide a learning environment that supports children's growth in the following domains: language and literacy; cognition and general knowledge; physical development and health; social and emotional development; and approaches to learning. Early Head Start provide services to pregnant women and children ages birth to three.

Head Start/Early Head Start also provides comprehensive services which include health, nutrition, social and other services determined as necessary via family needs assessments. Services are designed to be responsive to each child

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: CSB (925)
681-6345

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

By: , Deputy

cc: Christina Reich, Haydee Ilan, Cassandra Youngblood

and family's ethnic, cultural, and linguistic heritage. Services are provided through a variety of service models including: centers or schools that children attend part or full day, family childcare homes and/or the children's own homes wherein a Head Start staff visit once per week to provide in-home services. Children who receive home-based services gather periodically with other enrolled families for group learning experiences facilitated by Head Start staff.

Contra Costa County submits an application annually to U.S. Health and Human Services Department, Administration for Children and Families as the Head Start grantee. The annual application includes newly identified goals and objectives for the program. This application was reviewed and approved by the Head Start Policy Council on August 19, 2015.

BACKGROUND: (CONT'D)

Approval of this board order will allow the continued provision of Early Head Start services to program eligible children and families.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not receive funding to operate Early Head Start childcare centers.

CHILDREN'S IMPACT STATEMENT:

The Community Services Bureau of the Employment & Human Services Department's Early Head Start program 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.

ATTACHMENTS

Early Head Start Grant Narrative

**Contra Costa County Employment & Human Services Department
Community Services Bureau
2016 Early Head Start Program Continuation Grant Funding Application**

**EXECUTIVE SUMMARY
INCOMING FUNDS NARRATIVE STATEMENT**

- 1. PROJECT/PROGRAM TITLE.** Early Head Start Program Continuation Grant Funding Application for Budget Period 1/1/16 through 12/31/16.
- 2. FUNDING AGENCY.** Department of Health and Human Services, Administration for Children and Families (ACF), Office of Head Start (OHS).
- 3. SUBMITTAL STATUS.** This is a submission of application for continuation grant funding for FY 2016.
- 4. PROPOSED TERM.** Funding must be requested annually. The standard one year budget period is from 1/1/16 through 12/31/16. The budget summary is below.
- 5. CURRENT FUNDING.** Funding for Head Start and Early Head Start is provided by federal dollars. Contra Costa County, as Grantee, is required to generate a 20% non-federal match of the total project budget, which may be in cash or in-kind contributions, fairly valued.
- 6. FUTURE FUNDING.** An application for continuation grant funding must be submitted each year.

7. BUDGET SUMMARY

Budget Categories:	FY 2016 EHS Program Operation
Personnel	\$ 753,821
Fringe Benefits	\$ 489,638
T & TA	\$ 82,944
Travel	\$ -
Supplies	\$ 24,100
Contractual	\$1,890,400
Other	\$ 46,890
Sub-Total of Direct Charges	\$3,287,793
Indirect Costs	\$ 156,041
Total Federal Amount Being Requested	\$3,443,834
Non-Federal Share	\$ 860,958
<i>Total Federal and Non-Federal</i>	<i>\$4,304,792</i>

8. STAFFING REQUIREMENTS. As Grantee, Contra Costa County operates the Early Head Start Program, which is administered and staffed by the Employment & Human Services Department, Community Services Bureau.

9. PROGRAM NEED. The Community Services Bureau serves the needs of low-income children (3-5 years of age under Head Start, and prenatal - 3 yrs under Early Head Start) and their families, by providing quality childcare, child development, and other services such as medical, mental health and dental needs.

10. RELATIONSHIP TO OTHER PROGRAMS. The Community Services Bureau's Early Head Start program combines Federal Head Start and State Child Development funding into one cohesive program. The Bureau also has strong collaborations with other departments within the County and partners with community based organizations, local private businesses, schools, non-profits, and volunteer organizations.

11. PROJECT GOALS. (Same goals and objectives for both Head Start and Early Head Start)

Goal 1: Poor health and nutrition are significantly correlated to children and families living in poverty. CSB will address the need to improve indicators of nutritional health through increased education, and physical activity.

Goal 2: Disabilities and mental health needs continue to trend upwards. CSB will expand mental health and disabilities assessment, treatment and case management linkage opportunities for children and families.

Goal 3: Exposure to violence has a lasting impact on children's development including their emotional, mental and physical health. CSB seeks to provide positive and enduring change that increases child attachment by providing services to promote the safety and well-being of children and families.

Goal 4: CSB will provide ongoing learning opportunities to enhance employees' career development and assist in meeting new job requirements.

STATED OBJECTIVES.

- By December 2016, CSB will implement the use of Otoacoustic Emissions (OAE) screenings for all infants/toddlers and preschool-age children who are non-responsive to audiometric screenings.
- By July 2016, CSB will implement an autism screening in an effort to link children and families to the appropriate interventions.
- By December 2016, CSB will implement an in-reach program at the Contra Costa County Detention Facilities in partnership with Contra Costa County Probation and the County Office of Education.
- By July 2016, CSB will enhance its violence prevention and safety program for children, families, and staff.
- By December 2016, CSB will roll out the Family Development Credential training program to Comprehensive Services staff.
- Through September 30, 2018, CSB will continue to support teaching staff in pursuit

of their degrees through leveraging of resources and ongoing partnerships with community colleges.

13. ACTIVITY SUMMARY. Program continues to provide high-quality services.

14. EVALUATION METHOD(S). Measurable, results-based child and family outcomes have been implemented, such as the required State of California's Desired Results Developmental Profile, for programs providing services through collaboration with the State of California Department of Education.

15. CHANGES COMPARED TO PRIOR YEAR (if any). Goals and Objectives cover FY 2013 – FY 2018. Policy Council has been involved in the development, review and evaluation process of the goals and objectives.

16. POTENTIAL CONTROVERSIAL ISSUES. None. Public perception of the Head Start and Early Head Start programs remain positive. The Policy Council approved submission of this grant at their August 19, 2015 meeting.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: August 18, 2015

Subject: Boating Safety and Equipment Grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to apply for and accept a Boating Safety and Equipment Grant from the State of California Department of Boating and Waterways for an initial amount of \$30,495.00 for the period beginning October 1, 2015 for the repair and reinforcement of the hull transoms of patrol vessels #8432 and #8433, and to repair the damaged engine mounting unit to vessel #8433.

FISCAL IMPACT:

No County Costs. Revenue;100% State, \$30,495

BACKGROUND:

The State of California Department of Boating and Waterways announced a grant opportunity to assist local law enforcement agencies repair and maintain Marine Patrol units. The County application will request repair and reinforcement of the hull transoms of vessel #8432 and #8433, and to repair the damaged engine mounting unit to vessel #8433.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board decide against granting authority to apply for and accept this grant, currently unfunded equipment replacement on these vessels will continue to be deferred, personnel and vessel safety equipment will either become a deferred purchase or be purchased with all County funds.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Jody Sicheneder,
925-335-1549

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

By: , Deputy

cc: Jody Sicheneder, Elizabeth Arbuckle, Mary Jane Robb

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: August 18, 2015

Subject: Range Use Contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute an agreement with the City of Alameda Police Department, including mutual indemnification, for use of the Sheriff's Range Facility for the period July 1, 2015 through June 30, 2017.

FISCAL IMPACT:

No net County cost - 100% Participant fees

BACKGROUND:

Local, state, and federal law enforcement officers are required to complete firearms qualifications on a regular basis. The Office of the Sheriff has a firing range and classroom that can be used by other law enforcement agencies for firearms qualifications when not in use by County staff.

The recommended contract provides for use of the Sheriff's Range Facilities, including firearms range and classroom, for firearms qualification of government agencies' employees. The County Counsel's Office has approved the mutual indemnification language included in the contract. The contract agency will pay a per day fee for access to the Sheriff's Range Facility.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Sandra Brown,
925-335-1553

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

There will be no formal arrangement between the two departments for use of the Sheriff's Range facility.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: August 18, 2015

Subject: Contract with POST for the Sheriff's Office to provide Driving Simulator Instructor Course

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the State of California Commission on Peace Officer Standards and Training (POST), including indemnification of the State of California, to pay the County an initial allocation of \$24,467 to provide the "Driving Simulator Instructor Training" course for the period July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

No net County Cost. 100% Revenue; \$24,467, State of California Commission on Peace Officer Standards and Training (POST). Budgeted.

BACKGROUND:

The Office of the Sheriff - Law Enforcement Training Center provides a State Commission on Peace Officer Standards and Training (POST) approved 24-hour driving simulator instructor course to law enforcement personnel in order to ensure up-to-date training for other instructors. This contract will enable the Sheriff's Office to recover the costs of this instruction for up to 38 students.

CONSEQUENCE OF NEGATIVE ACTION:

If the contract with the State of California is not be approved. The Sheriff's Office will not be able to provide or be reimbursed for the services outlined in this contract.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Sandra Brown,
925-335-1553

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: John Kopchik, Director, Conservation & Development Department
Date: August 18, 2015

Subject: Contract with Dudek for Environmental Services Related to Byron Airport

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Department of Conservation and Development Director, or designee, to execute Contract C47538 with Dudek, in an amount not to exceed \$180,545, to conduct the environmental review for the Byron Airport General Plan Amendment Project, for the period from August 19, 2015, through August 18, 2016.

FISCAL IMPACT:

The environmental review for the Byron Airport project will be 100% funded from the Mariposa Energy Project Community Benefits Fund.

BACKGROUND:

On December 11, 2012, the Board of Supervisors authorized the Department of Conservation and Development (DCD) to initiate a General Plan Amendment (GPA) study, and undertake necessary environmental review, for consideration of changes or updates to the General Plan policies for Byron Airport. The purpose is to provide consistency with the 2005 Byron Airport Master Plan and to allow for the range of land uses contemplated under the Master Plan.

Following extensive discussions between staff of the DCD and Public Works Department - Airports Division, and the Contra Costa County Aviation Advisory Committee, a scope of work for the GPA study, which includes a zoning text amendment for the Byron Airport Planned Unit Zoning District, was presented to the Board of Supervisors' Airports Committee on September 11, 2014. The Committee accepted the report and directed staff to move forward.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Will Nelson, (925)
674-7791

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

In April 2015, DCD staff released a request for proposals (RFP) to prepare the environmental document for the Byron Airport GPA study. Eight environmental consulting firms were solicited, with two submitting responses to the RFP. While both firms appear capable of completing the necessary work, the bid from Dudek, even after incorporating additional tasks requested by County staff, is still \$71,186 lower than the competing bid for completing a full environmental impact report. The DCD thus selected Dudek as the environmental consultant.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve this contract, then DCD will be unable to complete the environmental review for the Byron Airport General Plan Amendment project.

CHILDREN'S IMPACT STATEMENT:

N/A

ATTACHMENTS

L-2 Contract C-47538

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date),
before me, _____ (Name and Title of the Officer),
personally appeared, _____,

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

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

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: 
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: August 18, 2015

Subject: FBC Community Outreach, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with FBC Community Outreach, Inc. in an amount not to exceed \$225,000 for Child Welfare Redesign Differential Response Program services for the period July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

\$225,000 (30% County, 70% State Realignment funds)

BACKGROUND:

The Employment and Human Services Department, Children and Family Services (CFS) Bureau is continuing ongoing development and implementation of Child Welfare Redesign to enhance current services delivery and improve outcomes for children and families. The redesign plan includes providing early intervention services, developing community partnerships, and increasing the number of resource families. This contract will allow for the provision of case management services to families at risk of becoming involved in the Child Welfare System.

CONSEQUENCE OF NEGATIVE ACTION:

Employment and Human Services will be unable to offer valuable services to children and families at risk of entering the Child Welfare System

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Elaine Burres,
313-1717

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

This contract supports all five of the community outcomes established in the Children's Report Card, 1) "Children Ready for and Succeeding in School", 2) "Children and Youth Healthy and Preparing for Productive Adulthood". 3) "Families that are Economically Self Sufficient", 4) "Families that are Safe, Stable and Nurturing", and, 5) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by providing intervention services for families at risk of entering the Child Welfare System.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #74-271-72(8) with Juanita M. Knight, MFT

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-271-72(8) with Juanita M. Knight, MFT, an individual, in an amount not to exceed \$120,000, to provide Medi-Cal specialty mental health services for the period from July 1, 2015 through June 30, 2017.

FISCAL IMPACT:

This Contract is funded 50% Federal Medi-Cal and 50% State General Fund. (No rate increase)

BACKGROUND:

On August 13, 2013, the Board of Supervisors approved Contract 74-271-72 (6) [as amended by Contract Amendment Agreement 74-271-72(7)] with Juanita M. Knight, MFT, for the period from July 1, 2013 through June 30, 2015, for the provision of Medi-Cal specialty mental health services. Approval of Contract #74-271-72 (8) will allow contractor to continue providing mental health services through June 30, 2017.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon
957-5201

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

By: , Deputy

cc: A Floyd, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, services provided to Contra Costa Mental Health Medi-Cal beneficiaries could be negatively impacted, including access to services, choice of providers, cultural competency, language capacity, geographical locations of service providers, and waiting lists.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Amendment #26-788-1 with Peyman Keyashian, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-788-1 with Peyman Keyashian, M.D., an individual, effective June 1, 2015, to amend Contract #26-788, to increase the payment limit by \$50,000, from \$400,000, to a new payment limit of \$450,000, with no change in the original term of January 19, 2015 through January 31, 2016.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

On February 3, 2015, the Board of Supervisors approved Contract #26-788 with Peyman Keyashian, M.D., for the provision of anesthesiology services at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), including but not limited to, training, medical procedures, and on-call coverage for the General and Obstetrics Units, for the period from January 19, 2015 through January 31, 2016. The Contract payment limit was reached. Approval of Contract Amendment Agreement #26-788-1 will allow the Contractor to continue to provide additional anesthesiology care at CCRMC, through January 31, 2016.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Samir Shah, M.D.,
925-370-5475

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

By: , Deputy

cc: K Cyr, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients requiring anesthesiology services at CCRMC will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: AWARD Construction Contract for the Renovations and Remodeling at the Contra Costa County Finance Building (WH190D)

RECOMMENDATION(S):

- (1) APPROVE the design, plans, and specifications for the above project.
- (2) DETERMINE that the bid submitted by Thompson Builders Corporation ("Thompson Builders") complied with the requirements of the County's Outreach Program for this project, as provided in the project specifications, and FURTHER DETERMINE that Thompson Builders submitted the lowest responsive and responsible bid for this project.
- (3) FURTHER DETERMINE that Thompson Builders, as the lowest responsive and responsible bidder for the above contract, has entered into a Project Labor Agreement with the Contra Costa Building and Construction Trades Council to comply with the requirements of the County's Project Labor Agreement policy.
- (4) AWARD the construction contract for the above project to Thompson Builders in the amount of \$4,959,175 (Base Bid and Additive Alternates #1 and #2) and DIRECT that the Public Works Director, or designee, prepare the contract.
- (5) DIRECT that Thompson Builders shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of \$4,959,175 each.
- (6) ORDER that, after the

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Ramesh Kanzaria, (925) 313-2000

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

By: , Deputy

RECOMMENDATION(S): (CONT'D)

contractor has signed the contract and returned it, together with the bonds, evidence of insurance, and other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contract for this Board.

(7) ORDER that, in accordance with the project specifications and/or upon signature of the contract by the Public Works Director, or designee, any bid bonds posted by the bidders are to be exonerated and any checks or cash submitted for security shall be returned.

(8) AUTHORIZE the Public Works Director, or designee, to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 22300.

(9) AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142.

(10) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board’s functions under Public Contract Code Sections 4107 and 4110.

(11) DECLARE that, should the award of the contract to Thompson Builders be invalidated for any reason, the Board would not in any event have awarded the contract to any other bidder, but instead would have exercised its discretion to reject all of the bids received. Nothing in this Board Order shall prevent the Board from re-awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance (see Public Contract Code Sections 5100-5107).

FISCAL IMPACT:

100% General Fund - Facilities Life-cycle Investment Program funds.

BACKGROUND:

The purpose of this project is to maintain, repair, and restore portions of an existing public historical structure in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings.

The Contra Costa County Finance Building at 625 Court Street, Martinez, was identified under the Facilities Life-cycle Improvement Program (FLIP) as a building that requires immediate attention. The project will install a new roof and ornamental sheet metal, seismically upgrade portions of the existing structural system, create new Americans with Disability Act (ADA) compliant restrooms, replace public counter areas, install a new fire sprinkler system, clean and repaint the masonry exterior, replace the main electrical switchgear, and refurbish doors and guard rails.

Plans and specifications for the project have been prepared for the Public Works Department by Carey & Co. Inc. and filed with the Clerk of the Board by the Public Works Director. Bids were received and opened by the Public Works Department on July 23, 2015, and bids were as follows:

BIDDER	TOTAL BASE BID	ADD. ALTERNATE 1	ADD. ALTERNATE 2
Thompson Builders Corp., Novato	\$4,609,175	\$150,000	\$200,000
Alten Construction, Richmond	\$5,014,475	\$216,000	\$135,000
Vila Construction Co., Richmond	\$6,547,404	\$404,007	\$353,022

All the base bids received were below the Architect's Estimate of \$7,000,000. Staff has evaluated the low bid submitted by Thompson Builders and their good faith effort documentation. Staff has determined that Thompson Builders bid is responsive and their good faith effort documentation is in compliance with the County's Outreach Program. The Public Works Director recommends the Board award the construction contract, including the Base Bid work plus Additive Alternates #1 and #2, to Thompson Builders, the lowest responsive and responsible bidder, in the amount of \$4,959,175.

Pursuant to the County's Project Labor Agreement ("PLA") policy, a PLA is required for this project. Thompson Builders has signed a PLA and, as condition of contract award, Thompson Builders subcontractors will also be required to sign the PLA.

The general prevailing rates of wages, which shall be the minimum rates paid on this project, are on file with the Clerk of the Board, and copies are available to any party upon request.

CONSEQUENCE OF NEGATIVE ACTION:

If the construction contract is not awarded, the project will not move forward and the building will continue to deteriorate and leak.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: APPROVE and AUTHORIZE Amendment No. 1 to Consulting Services Agreement with KMD Architects (WW0845)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute Amendment No. 1 to Consulting Services Agreement with KMD Architects ("KMD") to increase the payment limit by \$50,000, from \$160,000 to a new payment of \$210,000, to provide additional architectural and engineering consulting services in connection with the County's funding application to the California Board of State and Community Corrections for \$80 million for the construction of the West County Reentry, Treatment and Housing Replacement Project.

FISCAL IMPACT:

Funding for the grant application and preliminary programming phase provided by Sheriff Department's West County Detention Facility, 100% General Fund.

BACKGROUND:

On April 14, 2015, the County entered into a Consulting Services Agreement with KMD to provide architectural and engineering consulting services in connection with the County's funding application to the California Board of State and Community Corrections for \$80 million for the construction of the West County Reentry, Treatment and Housing Replacement Project.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Ramesh Kanzaria, (925) 313-2000

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

By: , Deputy

BACKGROUND: (CONT'D)

The County is in the process of applying for funding in the amount of \$80 million from the Board of State and Community Corrections ("BSCC"). Similar to last year's Senate Bill (SB) 1022 program, use of the new SB 863 program is proposed to build a new housing unit at the West County Detention Facility ("WCDF") campus that replaces the use of existing beds at the Martinez Detention Facility with appropriate high security housing, along with additional space for reentry and mental health treatment programs currently unavailable to the high-security population. The expansion project entails the development of approximately 2.3 acres at the WCDF and is estimated to consist of an approximately 132,000 square foot (building areas) facility with 416 beds at total cost of about \$89 million and to be completed in spring of 2020. When completed, the expansion will offer facilities and programs to help prepare inmates for reentry into society as well as supporting outpatient medical, recreational, and minor administrative facilities.

Architectural and engineering (A/E) and other consulting services are underway to prepare the BSCC funding application. This will consist primarily, but is not limited to: updated needs assessment and programming for inmate programs, particularly to address AB 109 and mentally ill offenders; development of space requirements based on that assessment, and associated cost estimating; concept floor plan and elevations rendering; and funding application writing services to address specific requirements of the grant.

Amendment No. 1 to KMD's agreement will provide more detailed planning, development, and design for the Reentry Programs, Workforce Readiness, and Family Reunification areas. This includes developing the floor plans of these support spaces to the same level of detail as the Housing Units to facilitate a better understanding of the relationship between the Conceptual Design plans and Program elements. This additional work is required to enhance the Agency's application proposal and the chances for Senate Bill 863 funding.

CONSEQUENCE OF NEGATIVE ACTION:

If Amendment No. 1 is not approved, this will negatively impact the County's submittal of the grant application and lessen the possibility of the County receiving the SB 863 funding.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: APPROVE First Amendment to Transportation Service Agreement with Central Contra Costa Transit Authority to provide shuttle services, Danville area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the First Amendment to Transportation Service Agreement with Central Contra Costa Transit Authority (CCCTA) to extend the termination date from December 31, 2015 to December 31, 2020 and increase the annual payment limit from \$159,000 to \$166,000 starting January 1, 2016 with an annual adjustment based on the Consumer Price Index for All Urban Consumers for the Bay Area: San Francisco-Oakland-San Jose every July, to continue to provide on-demand shuttle services, Danville Area. (District III)

FISCAL IMPACT:

100% County Service Area T-1 Funds.

BACKGROUND:

On June 14, 2005, the Board of Supervisors approved Resolution No. 2005/357 which recommended to the Local Agency Formation Commission of Contra Costa County (LAFCO) the formation of County Service Area (CSA) T-1, Public Transit, in the Danville area. The properties located within CSA T-1 receive a special and distinct benefit over and above the general benefits received by the public-at-large in the form of extended public transit services. These extended public transit services consist of the implementation of Transportation Demand Management programs and in the Plan for Providing Services for CSA T-1, which is on file with LAFCO. On October 18, 2005, Resolution

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Jason Chen, Special Districts,
925-313-3299

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

2005/674 stated that the transit services should be supported by a benefit assessment on parcels that receive this special and distinct benefit.

The properties included within CSA T-1 are known as the Alamo Creek/Intervening Properties Development east of the Town of Danville. Together these developments are commonly referred to as the Integrated Project. The Integrated Project constitutes approximately 767 acres located south of Camino Tassajara between Hansen Lane and Finley Road in unincorporated Contra Costa County, California.

Wilbur Smith Associates (WSA) completed a Transit Improvements Study of the Integrated Project in March 2005. The study acknowledged that a limited market existed for transit services and consequently, a limited transit service is offered in the study area. The study concluded that a latent demand for transit could be satisfied if a regular commuter service were provided. Given the size of the Integrated Project and the workplace destination and commuting behavior of the adjacent census tracts as outlined by a census-based demographic analysis, a weekday rush-hour commuter service would provide the greatest benefit of transit services under consideration. Specifically, the report recommended that the proposed transit service include the Walnut Creek Bay Area Rapid Transit (BART) station and Bishop Ranch Business Park as destinations.

Since the market for transit services is currently limited, a full-scale fixed-route CCCTA bus is not warranted at this time. CSA T-1's plan is to engage the residents to use public transit and build up the necessary demand for a full-scale fixed-route bus. In response to CSA T-1's plan, CCCTA agreed to provide a demand-responsive, flexible shuttle for the CSA T-1 residents during the commute hours. The service is demand-responsive for individuals traveling to and from the CSA T-1 area. During the first year, in addition to provide shuttle services for the residents, the County collected and evaluated rider usage data. This analysis of first-year ridership showed that this service reduced peak hour and daily trips. However, the ridership demand has not reached the level that warrants a full-scale fixed-route CCCTA bus. As the Integrated Project developments continue to grow, opportunities to increase ridership will grow as well. Future evaluations of this shuttle service will be performed and modified if needed.

The original Transit Service Agreement was approved by the Board of Supervisors during the December 3, 2013 board meeting.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board of Supervisors' approval, this First Amendment to Transportation Service Agreement will not be executed and CCCTA will terminate its on-demand shuttle service to the CSA T-1 residents on December 31, 2015.

ATTACHMENTS

First Amendment

FIRST AMENDMENT
to
TRANSPORTATION SERVICE AGREEMENT
County Service Area (CSA) T-1 Project

This FIRST AMENDMENT TO TRANSPORTATION SERVICE AGREEMENT is entered into effective this 1st day of January, 2016, (this "Amendment") between the CENTRAL CONTRA COSTA TRANSIT AUTHORITY ("CCCTA"), a joint exercise of powers entity created, existing and in good standing under California Government Code Sections 6500, *et seq.*, and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("County").

RECITALS

THE PARTIES ENTER THIS Amendment on the basis of the following facts, understandings and intentions:

- A. The Transportation Service Agreement was entered into effective on January 1, 2014, ("Agreement"), between CCCTA and the County;
- B. According to the Agreement, its term will expire December 31, 2015, unless otherwise extended;
- C. The County wishes to continue the demand-responsive, flexible, free shuttle service to serve the residents of CSA T-1, as described in the Agreement;
- D. CCCTA is willing to continue to operate demand-responsive, flexible, free shuttle service as described in the Agreement, provided that all costs will be paid by the County; and
- E. CCCTA and County desire to revise the Agreement with respect to marketing, compensation, and manner of payment.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the parties agree to amend the Agreement as follows:

AGREEMENT

- 1. Amendments. The Agreement is hereby amended as follows:
 - a. Term. Section 1 (Term) of the Agreement is hereby amended by deleting the first sentence thereof and replacing it with the following:

“The term of this Agreement shall begin on January 1, 2014, and remain in effect until December 31, 2020, unless earlier terminated by either party as provided for in Section 16 below.”

b. Marketing. Section 3 (Marketing) of the Agreement is hereby amended by deleting the section in its entirety and replacing it with the following:

“3. Marketing. CCCTA will develop a marketing plan for the CSA T-1 Free Shuttle Service annually. Prior to finalizing each annual marketing plan, CCCTA will submit a draft to the County for review and approval. The County will notify CCCTA of any comments to the marketing plan within 30 days of its receipt. CCCTA marketing efforts for the CSA T-1 Free Shuttle may include rider incentives, such as gift cards, for those willing to try the services. CCCTA will also market CSA T-1 Free Shuttle service on its website.”

c. Compensation. Section 4 (Compensation) of the Agreement is hereby amended by deleting the section in its entirety and replacing it with the following:

“4. Compensation. In consideration for providing the CSA T-1 Free Shuttle, the County agrees to pay CCCTA \$166,000 a year, consisting of \$156,000 for shuttle services and \$10,000 for marketing. The \$156,000 for shuttle services is based on 10 hours per weekday for 260 weekdays at the rate of \$60 per hour. The 10 hours per weekday is based on eight hours of service time plus two hours of deadhead. The deadhead is for bus travel to or from the CCCTA garage and a terminus point where the CSA T-1 Free Shuttle begins or ends. Starting in July 2016, and during every July thereafter, upon CCCTA’s request, the hourly rate set forth on Exhibit A (Hourly Rate and Payment Limit) attached hereto and incorporated herein, will be increased by the percentage increase in the Consumer Price Index (CPI) for All Urban Consumers for the Bay Area: San Francisco-Oakland-San Jose, if any. The base CPI index to be used for future calculations is February 2015 and each calculation will utilize the latest available data for February. In the event the hourly rate for

shuttle services and the corresponding annual payment limit are increased based on a CPI increase, the parties shall amend Exhibit A to reflect the increase and date and execute the footer of Exhibit A to indicate their agreement.”

d. Section 8 (Manner of Payment) of the Agreement is hereby amended by deleting the section in its entirety and replacing it with the following:

“8. Manner of Payment. The County will compensate CCCTA for the CSA T-1 Free Shuttle on a monthly basis in twelve equal installments. CCCTA will invoice the County on a monthly basis for amounts due. The County shall pay the amounts due within 45 days of receipt of CCCTA's invoice.”

2. Continuing Agreement. All other terms of the Agreement not modified by this Amendment shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date and year first above written.

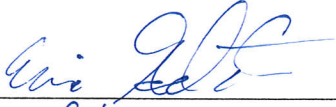
CENTRAL CONTRA COSTA TRANSIT AUTHORITY

By: Rick Ramacier, General Manager

CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT

By: Julia R. Bueren, Public Works Director

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

By: 

Eric Gelston, Deputy County Counsel

Exhibit A
Hourly Rate and Payment Limit

- 1. 2015-2016 Hourly Rate: \$60/hour; Shuttle Services Maximum: \$166,000
- 2. 2016-2017 Hourly Rate: \$__ /hour; Shuttle Services Maximum: \$ _____
- 3. 2017-2018 Hourly Rate: \$__ /hour; Shuttle Services Maximum: \$ _____
- 4. 2018-2019 Hourly Rate: \$__ /hour; Shuttle Services Maximum: \$ _____
- 5. 2019-2020 Hourly Rate: \$__ /hour; Shuttle Services Maximum: \$ _____

Date: _____

CCCTA Signature: _____

County Signature: _____



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: AWARD Construction Contract for the Roof Replacement at 2099 Arnold Industrial Way, Concord Project (WH286B)

RECOMMENDATION(S):

- (1) APPROVE the design, plans, and specifications for the above project.
- (2) DETERMINE that the bid submitted by Roofing Constructors Inc. d/b/a Western Roofing Service ("Western Roofing Service") complied with the requirements of the County's Outreach Program for this project, as provided in the project specifications, and FURTHER DETERMINE that Western Roofing Service submitted the lowest responsive and responsible bid for this project.
- (3) AWARD the construction contract for the above project to Western Roofing Service in the amount of \$359,577 and DIRECT that the Public Works Director, or designee, prepare the contract.
- (4) DIRECT that Western Roofing Service shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of \$359,577 each.
- (5) ORDER that, after the contractor has signed the contract and returned it, together with the bonds, evidence of insurance, and other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contract for this Board.
- (6) ORDER that, in accordance with the project specifications

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Ramesh Kanzaria, (925)
313-2000

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

By: , Deputy

RECOMMENDATION(S): (CONT'D)

and/or upon signature of the contract by the Public Works Director, or designee, any bid bonds posted by the bidders are to be exonerated and any checks or cash submitted for security shall be returned.

(7) AUTHORIZE the Public Works Director, or designee, to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 22300.

(8) AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142.

(9) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board’s functions under Public Contract Code Sections 4107 and 4110.

(10) DECLARE that, should the award of the contract to Western Roofing Service be invalidated for any reason, the Board would not in any event have awarded the contract to any other bidder, but instead would have exercised its discretion to reject all of the bids received. Nothing in this Board Order shall prevent the Board from re-awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance (see Public Contract Code Sections 5100-5107).

FISCAL IMPACT:

Funding for this project is provided by the General Fund (Facilities Life-Cycle Investment Program funds).

BACKGROUND:

The roof on the building that houses the Sheriff’s Property and Evidence Services at 2099 Arnold Industrial Way, Concord, was identified in the County Facilities Life-Cycle Investment Program report as being in poor condition and in need of replacement. The roof has begun leaking in a few spots. The project scope includes the removal and replacement of existing roofing, flashing, drains, and skylights.

The subject project was previously approved by the Board of Supervisors, plans and specifications were filed with and approved by the Board, bids were invited by the Public Works Director, and Addendum No. 1 was issued. On March 12, 2015, the Public Works Director received 10 bids. On June 9, 2015 the Board of Supervisors exercised its discretion to reject all bids pursuant to the Notice to Contractors; and authorize the Public Works Director to re-advertise for bids for the above project. On July 16, 2015, the Public Works Director received bids, and the bid results are as follows:

BIDDER	BASE BID
Western Roofing Service, San Leandro	\$359,577
Stronger Building Services, San Leandro	\$380,000
Best Contracting Services, Inc., Gardena	\$390,837
Andy's Roofing, San Leandro	\$406,300
Pioneer Contractors, San Francisco	\$440,000

All five bids received were above the Architect's Estimate of \$300,000. Staff has evaluated the low bid submitted by Western Roofing Service and their good faith effort documentation. Staff has determined the Western Roofing Service's bid is responsive and their good faith effort documentation is in compliance with the County's Outreach Program. The Public Works Director recommends the Board award the construction contract for this project to Western Roofing Service, the lowest responsible and responsive bidder, in the amount of \$359,577.

The general prevailing wages, which shall be the minimum rates paid on this project, are on file with the Clerk of the Board, and copies are available to any party upon request.

CONSEQUENCE OF NEGATIVE ACTION:

If the construction contract is not approved, the roof will continue to deteriorate and develop more leaks, causing damage to the building interior, compromising evidence/storage and ultimately resulting in costly repairs in the future.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #24-312-35 with Asian Community Mental Health Board

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #24-312-35 with Asian Community Mental Health Board, a non-profit corporation, in an amount not to exceed \$150,000 to provide interpretation services for Southeast Asian refugees in West Contra Costa County, for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment. (No Rate Increase)

BACKGROUND:

According to the National Standards for Culturally Appropriate Services in Health Care, health care organizations are required to provide language assistance services, at no cost, to each patient with limited English proficiency, as well as to patients who use sign language to communicate. The provision of language assistance services is also required by State law and regulations. On June 24, 2014, the Board of Supervisors approved Contract #24-312-34 with Asian Community Mental Health Board, for the provision

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- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon,
957-5201

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

By: , Deputy

cc: A Floyd, N Rios

BACKGROUND: (CONT'D)

of translation services to Southeast Asian refugees in West Contra Costa County, for the period from July 1, 2014 through June 30, 2015. Approval of Contract #24-312-35 will allow the Contractor to continue providing services, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Southeast Asian refugees in West County will not receive translation services regarding their healthcare.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Novation Contract #74-376-6 with Center for Human Development

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-376-6 with Center for Human Development, a non-profit corporation, in an amount not to exceed \$133,000, to provide Mental Health Service Act (MHSA) Prevention and Early Intervention (PEI) Services for the period from July 1, 2015 through June 30, 2016. This Contract includes a six-month automatic extension through December 31, 2016, in an amount not to exceed \$66,500.

FISCAL IMPACT:

This Contract is funded 100% by MHSA. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing MHSA PEI services to underserved cultural communities and youth in East County including implementation of Contractor's African American Wellness Program and Empowerment Program. These programs will promote physical wellness and mental health in the African American community and emotional health and community connections among Lesbian,

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon,
957-5201

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

By: , Deputy

cc: A Floyd, N Rios

BACKGROUND: (CONT'D)

Gay, Bisexual, Transgendered, and Queer (LGBTQ) youth and their allies. On August 12, 2014, the Board of Supervisors approved Novation Contract #74-376-5 with Center for Human Development for the provision of MHSA PEI services, for the period July 1, 2014 through June 30, 2015, which included a six-month automatic extension through December 31, 2015. Approval of Novation Contract #74-376-6 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing MHSA PEI services, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer mental health and wellness services available to underserved African American communities and LGBTQ youth in East County resulting in greater isolation within the community.

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: August 18, 2015

Subject: Contract #26-701-11 with Medicus Emergency Room Medicine Services West, LLC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-701-11 with Medicus Emergency Room Medicine Services West, LLC, a limited liability company, in an amount not to exceed \$275,000, to provide temporary physician services for the Emergency Room at Contra Costa Regional Medical Center and Health Centers, for the period from August 1, 2015 through July 31, 2016.

FISCAL IMPACT:

Funding for this Contract is 100% Hospital Enterprise Fund I included in the Health Services Departments Budget. As appropriate, patients and/or third-party payors will be billed for services. (Rate increase)

BACKGROUND:

For many years, the County has contracted with registries to provide temporary qualified personnel to assist the Department during peak workloads, temporary absences and emergency situations.

On August 9, 2014, the Board of Supervisors approved Contract #26-701-9 (as amended by Amendment Agreement #26-701-10) with Medicus Emergency Room Medicine Services West, LLC, for the period from August 1, 2014

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Samir Shah,
370-5525

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

By: , Deputy

cc: T Scott, N Rios

BACKGROUND: (CONT'D)

through July 31, 2015, for the provision of temporary physicians to cover during vacation, sick leave, and extended leave relief for County-employed physicians in the Emergency Room at Contra Costa Regional Medical Center and Contra Costa Health Centers.

Approval of Contract #26-701-11 will allow the Contractor to continue to provide temporary physician services for the Emergency Room at Contra Costa Regional Medical Center and Contra Costa Health Centers, through July 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients in the Emergency Room will experience longer wait times, could leave without being treated or be diverted to other Hospitals due to lack of physician coverage during temporary staff absences and peak loads. Additionally, other Contractors who provide locum tenens physician are not able to provide emergency physicians at this time.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #24-259-57 with Center for Human Development

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #24-259-57 with Center for Human Development, a non-profit corporation, in an amount not to exceed \$636,338, to provide Substance Abuse Primary Prevention Program services for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

This Contract is funded 100% by Federal Substance Abuse Prevention and Treatment (SAPT) Primary Prevention. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing specialized substance abuse prevention programs so that youth are provided an opportunity to prevent or recover from the effects of alcohol or other drug use, become self-sufficient, and return to their families as productive individuals.

On January 20, 2015, the Board of Supervisors approved Novation Contract #24-259-56 with Center for Human Development for the period from July 1, 2014 through June 30, 2015, for the provision of substance abuse primary

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon,
957-5201

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

By: , Deputy

cc: T Scott, N Rios

BACKGROUND: (CONT'D)

prevention services.

Approval of Contract #24-259-57 will allow Contractor to continue to provide services through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's Clients will not receive substance abuse prevention and educational and environmental strategies for high risk youth.

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: August 18, 2015

Subject: Contract #23-572 with Health Informatics & Technology Consulting, LLC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-572 with Health Informatics & Technology Consulting, LLC, in an amount not to exceed \$510,000, to provide technical support to the Health Services Director on integrating Behavioral Health Services (BHS) into the Epic System, for the period from July 1, 2015 through June 30, 2017.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

Under Contract #23-572, Contractor will provide technical support to the Health Services Director on integrating Behavioral Health Services into the Epic System including, implementing the Epic Tapestry module within Contra Costa Health Services BHS managed care network, through June 30, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County will not have access to Contractor's expertise in information technology possibly leading to inefficiency of Behavioral Health Services.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: David Runt,
335-8700

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

By: , Deputy

cc: T Scott, N Rios

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Novation Contract #24-707-55 with Contra Costa ARC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-707-55 with Contra Costa ARC, a non-profit corporation, in an amount not to exceed \$2,186,138, to provide wrap-around services including community-based mental health treatment, to high risk youth and their families for the period from July 1, 2015 through June 30, 2016. This Contract includes a six-month automatic extension through December 31, 2016, in an amount not to exceed \$1,093,069.

FISCAL IMPACT:

This Contract is funded 50% Federal Financial Participation and 50% County Realignment. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing a day treatment program for preschoolers with measurable delays in interpersonal, social/emotional, language and cognitive development; for children who are at risk for such delays, including abused, developmentally delayed, emotionally disturbed and environmentally deprived children who do not meet the criteria for any categorical funding source for services.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon,
957-5201

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

By: , Deputy

cc: T Scott, N Rios

BACKGROUND: (CONT'D)

On December 2, 2014, the Board of Supervisors approved Novation Contract #24-707-54 with Contra Costa ARC, for the period from July 1, 2014 through June 30, 2015, which included a six-month automatic extension through December 31, 2015, for the provision of wrap-around and mental health treatment for high risk, delayed, or emotionally disturbed children and their families in East County.

Approval of Novation Contract #24-707-55 replaces the automatic extension under the prior Contract, and allows the Contractor to continue providing services through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, severely emotionally disturbed children within Contra Costa County will have reduced access to mental health services as the County solicits and engages an alternative Contractor.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: CDW Corporation Purchase Order

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a Purchase Order with CDW Corporation, in an amount not to exceed \$200,000 for purchase of scanners, printers, mobile devices, laptops, and minor computer hardware for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

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

BACKGROUND:

Routine replacement and new equipment will be used in multiple divisions, including the Contra Costa Regional Medical Center and Health Centers, Contra Costa Health Plan, Public Health, Mental Health, and Health Services Administration.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to replace scanners, printers, mobile devices, and minor computer hardware will increase the risk of an unexpected failure. This could impact productivity at some locations including patient care at the hospital, health clinic locations and key departments.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, N Rios, Crystal Grayson



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Hardy Diagnostics Inc. 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 Hardy Diagnostics Inc., in the amount of \$140,000 to purchase media, reagents and other supplies for the Contra Costa Regional Medical Center (CCRMC) and the Contra Costa Health Centers for the period July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I Budget.

BACKGROUND:

CCRMC's Clinical Laboratory uses Hardy Diagnostics Inc. for high quality, easily obtainable media and other products that are required to rapidly identify sensitivity to antibiotics so the patient can be treated as soon as possible.

CONSEQUENCE OF NEGATIVE ACTION:

The CCRMC Clinical Laboratory will not be able to perform patient testing without these supplies.

CHILDREN'S IMPACT STATEMENT:

No impact.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: August 18, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, N Rios, Crystal Grayson



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: APPROVE a Contract with All County Flooring

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with All County Flooring in an amount not to exceed \$500,000.00 for flooring services, for the period of July 1, 2015 through June 30, 2018, Countywide. (100% General Fund)

FISCAL IMPACT:

This cost is to be funded through Public Works Facilities Services budget. (100% General Fund)

BACKGROUND:

Facilities Services is responsible for the maintenance of over two million square yards of carpeted and vinyl flooring. As bid on Bidsync # 1504-136, All County Flooring was one of the lowest responsible and responsive vendors for this commodity and has been awarded this work. Facilities Services is requesting a contract to be approved for a period covering the next three years.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, flooring services with All County Flooring will not proceed.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Stan Burton, (925)
313-7077

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: APPROVE a Contract with Cox Commercial Flooring

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Cox Commercial Flooring in an amount not to exceed \$500,000.00 for flooring services, for the period of July 1, 2015 through June 30, 2018, Countywide. (100% General Fund)

FISCAL IMPACT:

This cost is to be funded through Public Works Facilities Services budget. (100% General Fund)

BACKGROUND:

Facilities Services is responsible for the maintenance of over two million square yards of carpeted and vinyl flooring. As bid on Bidsync # 1504-136, Cox Commercial Flooring was one of the lowest responsible and responsive vendors for this commodity and has been awarded this work. Facilities Services is requesting a contract to be approved for a period covering the next three years.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, flooring services with Cox Commercial Flooring will not proceed.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Stan Burton, (925) 313-7077

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: APPROVE a Contract with Performance Marine Specialists, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Performance Marine Specialists, Inc., in an amount not to exceed \$250,000.00 for maintenance services of patrol and service boats, for the period of August 1, 2015 through July 31, 2018, Countywide.

FISCAL IMPACT:

This cost is to be funded through Public Works Fleet Services budget. (100% Internal Service Fund-Fleet)

BACKGROUND:

Fleet Services is responsible for maintaining the Sheriff's Department fleet of patrol and service boats. This requires purchasing parts, accessories and conducting repairs for these vessels. As bid in house through Materials Management, Performance Marine Specialists, Inc. has been awarded this commodity. Fleet Services is requesting a contract to be approved for a period covering the next three years.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, maintenance services with Performance Marine Specialists, Inc., will not proceed.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Stan Burton, (925)
313-7077

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #26-776-1 with Oceanside Laundry, LLC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-776-1 with Oceanside Laundry, LLC, a limited liability company, in an amount not to exceed \$2,522,000, for the provision of linen rental and laundering services for the Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers (CCHC), for the period from July 1, 2015 through June 30, 2018.

FISCAL IMPACT:

100% Funding is included in the Hospital Enterprise Fund I Budget. (Rate increase)

BACKGROUND:

On September 9, 2014, the Board of Supervisors approved Contract #26-776 with Oceanside Laundry, LLC to provide linen rental and laundering services, including pick-up of soiled linen delivery of clean garments and other linen items for the CCRMC and CCHC, through June 30, 2015.

Approval of Contract #26-776-1 will allow the Contractor to continue to provide linen rental and laundering services at CCRMC and CCHS, through June 30, 2018.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contractor will not be able to continue providing rental, laundering, pick-up and delivery services to Contra Costa Regional Medical Center and Contra Costa Health Centers.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #27-977 with Nguyen T. Do, D.O. Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-977 with Nguyen T. Do, D.O., Inc., a corporation, in an amount not to exceed \$350,000, to provide Neurological Surgery services to Contra Costa Health Plan (CCHP) members, for the period from August 1, 2015 through July 31, 2017.

FISCAL IMPACT:

This Contract is funded 100% by Contra Costa Health Plan Enterprise Fund II.

BACKGROUND:

The Health Plan has an obligation to provide certain specialized medical health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Under Contract #27-977, the Contractor will provide Neurological Surgery services to CCHP members through July 31, 2017.

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Patricia Tanquary
313-6004

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

By: , Deputy

cc: A Floyd, N Rios



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #23-573 with Center for Human Development

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-573 with Center for Human Development, a non-profit corporation, in an amount not to exceed \$846,903 to provide health education and outreach services to Spanish-speaking residents of Contra Costa County, for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

This Contract is funded by 11% Medi-Cal Administration Activities, 85% Health Services Ambulatory Care and 4% San Francisco Foundation Grant.

BACKGROUND:

Under Contract #23-573, Center for Human Development will provide health education and outreach services to Spanish speaking residents of Contra Costa County, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Spanish speaking residents will not receive health education and outreach services from this Contractor.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Patrick Godley,
957-5405

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

By: , Deputy

cc: D Morgan, N Rios

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in nutritious food and physical activity.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #24-497-6 with Dharmini Harichandran, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or designee, to execute, on behalf of the County, Contract #24-497-6 with Dharmini Harichandran, M.D., a self-employed individual, in an amount not to exceed \$174,720, to provide outpatient psychiatric care to adult patients in East County for the period from September 1, 2015 through August 31, 2016.

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 Mental Health Specialists to provide specialized medical services. On September 9, 2014, the Board of Supervisors approved Contract #24-497-5 with Dharmini Harichandran, M.D. for the provision of outpatient psychiatric care for mentally ill adults in East County, for the period from September 1, 2014 through August 31, 2015.

Approval of Contract #24-497-6 will allow Contractor to continue providing psychiatric care through August 31, 2016.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon
957-5201

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

By: , Deputy

cc: D Morgan, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's client will not have access to Contractor's outpatient psychiatric care.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #74-470-1 with Arianne Ferguson, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-470-1 with Arianne Ferguson, M.D., an individual, in an amount not to exceed \$174,720, to provide outpatient psychiatric care in Central County. for the period from September 1, 2015 through August 31, 2016.

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 Mental Health Specialists to provide specialized medical services.

On October 7, 2014, the Board of Supervisors approved Contract #74-470 with Arianne Ferguson, M.D. for the provision of outpatient psychiatric care for adults in Central Contra Costa County, for the period from September

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon
957-5201

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

By: , Deputy

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

1, 2014 through August 31, 2015.

Approval of Contract #74-470-1 will allow the Contractor to continue providing outpatient psychiatric care through August 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's outpatient psychiatric care.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #27-976 with Diablo Medical and Sleep Clinic Medical Corporation

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-976 with Diablo Medical and Sleep Clinic Medical Corporation, a corporation, in an amount not to exceed \$120,000, to provide Pulmonary and Sleep Medicine to Contra Costa Health Plan (CCHP) members for the period from June 1, 2015 through May 31, 2018.

FISCAL IMPACT:

This Contract is funded 100% by Contra Costa Health Plan Enterprise Fund II.

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. Under Contract #27-976, the Contractor will provide Pulmonary and Sleep Medicine through May 31, 2018.

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.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Patricia Tanquary
313-6004

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

By: , Deputy

cc: A Floyd, N Rios

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #27-913-1 with J. Arias Medical Corporation

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-913-1 with J. Arias Medical Corporation, a corporation, in an amount not to exceed \$150,000, to provide Primary Care services to Contra Costa Health Plan (CCHP) members for the period from August 1, 2015 through July 31, 2017.

FISCAL IMPACT:

This Contract is funded 100% by Contra Costa County Enterprise Fund II.

BACKGROUND:

In September 2013, the County Administrator approved and the Purchasing Services Manager executed Contract #27-913 with J. Arias Medical Corporation, for the provision of Primary Care services to Contra Costa Health Plan members for the period from August 1, 2013 through July 31, 2015. Approval of Contract #27-913-1 will allow Contractor to continue providing Primary Care services through July 31, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized 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.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: August 18, 2015

Contact: Patricia Tanquary
313-6004

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

By: , Deputy

cc: A Floyd, N Rios

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #74-341-36(6) with Salvador Lopez, MFT

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-341-36(6) with Salvador Lopez, MFT, an individual, in an amount not to exceed \$120,000, to provide Medi-Cal specialty mental health services for the period from July 1, 2015 through June 30, 2017.

FISCAL IMPACT:

This Contract is funded 50% by State General Fund and 50% Federal Medi-Cal. (No rate increase)

BACKGROUND:

On January 14, 1997, the Board of Supervisors adopted Resolution #97/17, authorizing the Health Services Director to contract with the State Department of Mental Health, (now known as the Department of Health Care Services) to assume responsibility for Medi-Cal specialty mental health services. Responsibility for outpatient specialty mental health services involves contracts with individual, group and organizational providers to deliver these services. On June 3, 2014, the Board of Supervisors approved Contract #74-341-36(5) with Salvador Lopez, MFT, for the provision of Medi-Cal mental health services, for the period from July 1, 2013 through June 30, 2015. Approval of Contract #74-341-36(6) will allow Contractor to continue providing Medi-Cal mental health services, through July 30, 2017.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon
957-5201

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

By: , Deputy

cc: A Floyd, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, services provided to Contra Costa Mental Health Plan Medi-Cal beneficiaries could be negatively impacted, including access to services, choice of providers, cultural competency, language capacity, geographical locations of service providers, and waiting lists.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #74-181-18 with Bay Area Community Resources, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-181-18 with Bay Area Community Resources, Inc., a non-profit corporation, in an amount not to exceed \$403,647, to provide drug abuse prevention and treatment services, for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

This Contract is funded 55% by Substance Abuse Prevention and Treatment Discretionary, 17% Substance Abuse Prevention and Treatment Prevention Set-Aside, 7% Local Realignment and 20% SAMHWorks. (No Rate Increase)

BACKGROUND:

This Contract meets the social needs of County’s population by providing treatment programs for adults and specialized substance abuse prevention programs so that youth are provided an opportunity to prevent or recover from the effects of alcohol or other drug use, become self-sufficient, and return to their families as productive individuals. On October 21, 2014, the Board of Supervisors approved Novation Contract #74–181–17 with Bay Area Community Resources, Inc. for the period from July 1, 2014 through June 30, 2015, for the provision of drug abuse prevention and treatment services. Approval of Contract #74–181–18 will allow the Contractor to continue providing services through June 30, 2016.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon
957-5201

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

By: , Deputy

cc: A Floyd, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, County residents will not receive this Contractor's alcohol and drug prevention and treatment services needed to maintain sobriety and reduce risk factors.

CHILDREN'S IMPACT STATEMENT:

This Alcohol and Other Drugs program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing" and "Communities that are Safe and Provide a High Quality of Life for Children and Families" community outcomes by providing substance abuse education and prevention services. Expected outcomes include increased knowledge about the impact of addiction; decreased use of alcohol, tobacco and other drugs; increased use of community-based resources; and increased school and community support for youth and parents in recovery.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: Contract with Engeo Incorporated, Countywide. (100% Stormwater Utility Assessment Revenue Funds)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Engeo Incorporated in an amount not to exceed \$50,000, to provide professional stormwater quality services for a variety of National Pollutant Discharge Elimination System (NPDES) Permit requirements for the period of April 1, 2015 through March 31, 2018, Countywide.

FISCAL IMPACT:

Contract will be paid for with Stormwater Utility Assessment revenue from the unincorporated areas (Fund No. 251700) designated to the County Watershed Program.

BACKGROUND:

The County Watershed Program is responsible for ensuring the County's compliance with two state mandated municipal stormwater discharge permits under the NPDES: the Municipal Regional Permit (MRP) No. CAS612008 and the East Contra Costa County Municipal NPDES Permit No. CAS083313.

Engeo Incorporated shall provide professional stormwater quality services for permit requirements in regards to new

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Dan Jordan, (925) 313-2023

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

By: , Deputy

cc: M. Carlson, Flood Control, C. Sellgren, Flood Control, D. Jordan, Flood Control, C. Windham, Flood Control

BACKGROUND: (CONT'D)

and redevelopment site control review.

The Special Conditions were modified in this contract, which necessitates Board approval despite it being under the \$100,000 threshold.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of the Board of Supervisors, the County will be unable to meet its requirements under the MRP No. CAS612008 and the East Contra Costa County Municipal NPDES Permit No. CAS083313.

ATTACHMENTS

Engeo Contract

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number:
Fund/Org: 7517
Account:
Other:

1. **Contract Identification.**

Department: Public Works Department

Subject: On-Call Stormwater Consulting Services

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

Contractor: ENGEO Incorporated

Capacity: California Corporation

Address: 2010 Crow Canyon Place, Ste 250, San Ramon, CA 94583

3. **Term.** The effective date of this Contract is April 1, 2015. It terminates on March 31, 2018 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$ 50,000.

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

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

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

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

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number:
Fund/Org:
Account:
Other:

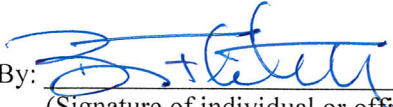
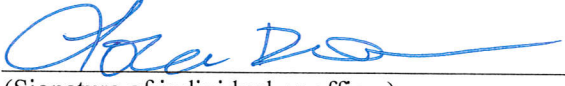
9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

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

COUNTY OF CONTRA COSTA, CALIFORNIA

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

CONTRACTOR

Signature A Name of business entity: ENGEO Incorporated, a California Corporation	Signature B Name of business entity: ENGEO Incorporated, a California Corporation
By:  (Signature of individual or officer)	By:  (Signature of individual or officer)
<u>Brian Flaherty - Vice Pres - Sec</u> (Print name and title A, if applicable)	<u>Lora Dominick - Treasurer</u> (Print name and title B, if applicable)

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

SERVICE PLAN

I. BACKGROUND

The Contra Costa County Watershed Program (the "Program") administers the Municipal Regional Nonpoint Pollution Discharge Elimination System permits issued by the San Francisco Bay Municipal Regional Stormwater Board (Permit No. CAS612008), and the Central Valley Region Regional Stormwater Board (Permit No. CAS083313), (together, the "NPDES Permits") on behalf of Contra Costa County and the Contra Costa County Flood Control and Water Conservation District ("District").

The Program requires on-call professional service contracts for the provision of expertise in a variety of technical fields in support of meeting stormwater quality requirements of the NPDES Permits, as well as other County initiatives.

II. CONTRACT OBJECTIVES; TASK ORDERS

Contractor shall provide professional stormwater quality requirement services for a variety of NPDES Permit requirements as set forth in this Contract and each Task Order.

During the term of this Contract, when County has a need for Contractor to provide services under this Contract, County will forward a proposed Task Order in the form attached hereto as Appendix A to Contractor. Within the timeframe requested by County, Contractor will provide County with a cost proposal for the services and deliverables specified in the Task Order, including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount. Once County and Contractor agree to a cost breakdown and commencement date for the services and deliverables identified in the Task Order (with a payment limit for the Task Order that does not cause the total payments under this Contract to exceed the Payment Limit set forth in Section 4 of this Contract (Payment Limit), Contractor and County (through its Department Head) will execute the final version of the Task Order.

III. CONTRACT TASKS

A. New and Redevelopment Site Control Review. Contractor will perform the following site control review services as specified in a Task Order:

1. Review preliminary and final Stormwater Control Plans ("SWCPs"), design drawings, and Operations and Maintenance Plans ("O&M Plans") for:
 - a. Adherence to the requirements of Provision C.3 of the NPDES Permits
 - b. Completeness and accuracy in the preliminary and final SWCP and O&M Plans
 - c. Compliance with Provision C.3 of the NPDES Permits and consistency with the current version of the Program's C.3 Guidebook.
 - d. Compliance with the County's Stormwater Ordinance
2. Prepare memos to applicants summarizing comments, errors and omissions in reviewing noted documents. Provide recommendations and advice to County staff in review of SWCPs and designs.
3. Mark up design drawings and plans, as needed, to facilitate communication of revisions to be made.

Initials: SP 20
Contractor

AV
County Dept.

4. Conduct inspections of stormwater treatment facilities to determine if they are operating as designed and consistent with NPDES Permit regulations.
5. Provide training to County staff regarding NPDES Permit requirements, new developments in green infrastructure and low impact development ("LID"), and other standards.
6. Develop SWCPs and O&M plans for County funded projects or regulatory requirements for County projects. Coordinate with County planning, design, construction, and maintenance staff to ensure design and operational feasibility within the County government structure and funding requirements.
7. Provide advice and assistance regarding the development of Program-based LID plans to treat roadways, sidewalks, parking lots, and private parcels to meet overall water quality goals and requirements, as well as specific pollutant requirements (Total Maximum Daily Loads (as defined in the NPDES Permits ("TMDLs")), NPDES Permit numeric objectives, basin plans)

IV. PAYMENT PROVISIONS

Contractor will be paid at the hourly rates set forth on Appendix B attached to this Contract. Contractor shall submit a written demand or invoice for the services provided under each Task Order either (i) upon completion of the services described in the Task Order if the services take less than one month to complete; or (ii) monthly, if the services under a Task Order take more than one month to complete. In each case, Contractor shall describe the work performed and list, for each item of services, the employee categories, hours, and rates, which shall be consistent with Appendix B.

Contractor may request an increase in the hourly rates set forth on Appendix B, on an annual basis, in March of each calendar year during the term of this Contract, beginning with March 2016. The proposed increase in hourly rates cannot exceed the actual increase in the hourly rates paid by Contractor to its staff and/or subcontractors. Contractor shall provide County with at least 30 days advance written notice of a proposed increase. The requested increase is only effective 30 days after approved in writing by Contractor and County's department head and a dated Appendix B has been appended to this Contract to replace the superseded Appendix B. An increase in the hourly rates shall not result in any increase in the Payment Limit specified in Section 4 (Payment Limit) of this Contract.

Initials: BB JB
Contractor

GM
County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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

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

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


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

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

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

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

8. **Modifications and Amendments.**

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

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


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. **Choice of Law and Personal Jurisdiction.**

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

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

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

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

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

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


Contractor


County Dept.

**GENERAL CONDITIONS
(Purchase of Services - Long Form)**

Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

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

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

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice


Contractor


County Dept.

GENERAL CONDITIONS
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requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

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


Contractor


County Dept.

1. Section 15 (Conflicts of Interest) of the General Conditions is hereby amended by deleting the final sentence and replacing it with the following:

“Contractor represents that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.”

2. Section 18 (Indemnification) of the General Conditions is hereby deleted in its entirety and replaced with the following:

“Indemnification. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, to the extent caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney’s fees and costs. Contractor’s obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract. Contractor’s aggregate liability hereunder shall be limited by the County to \$1,000,000 regardless of the legal theory under which such liability is imposed.”

2. Section 19(a) (Commercial General Liability Insurance) of the General Conditions is hereby deleted in its entirety and replaced with the following:

“Contractor, at no cost to County, shall obtain and maintain during the term hereof: (i) Workers' Compensation Insurance pursuant to state law, including, without limitation, California Labor Code section 3700; (ii) Professional Liability Insurance with a minimum coverage limit of \$1,000,000 for claims made in the aggregate annually and a maximum self-insured retention or self-insured retained limit of liability of \$150,000, for all damages or losses because of errors, omissions or malpractice arising out of the provision of professional services by Contractor and Contractor’s subcontractors under this Contract; and (iii) liability insurance with a minimum coverage limit of \$1,000,000 for claims made in the aggregate annually for all personal injury and property damage, to include liability assumed under this Contract, the use of any licensed motor vehicle by Contractor or subcontractors, and naming County, its governing body, officers and employees as additional insureds. The policies will constitute primary insurance as to County and its governing body, officers and employees such that other insurance policies held by them or their self-insurance program(s) are not required to contribute to any loss covered under Contractor’s insurance policy or policies.”

3. Section 19(c) (Certificates of Insurance) of the General Conditions is hereby deleted in its entirety and replaced with the following:

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

4. Section 25 (Copyrights, Rights in Data, and Works Made for Hire) of the General Conditions is hereby deleted in its entirety and replaced with the following:

“Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor’s subcontractors, consultants, and other agents in connection with this Contract are considered instruments of professional service and “works made for hire” (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County’s prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so. County agrees to defend, indemnify, and hold harmless Contractor from any and all damages or claims in any way related to or arising from the unauthorized reuse of the instruments of professional service produced under this Contract.”

APPENDIX A
Task Order Services

Contract Number: _____

Pursuant to Section II of the Service Plan of the Agreement entered into as of _____, between Contra Costa County ("County") and ENGEO Incorporated ("Contractor"), County and Contractor agree as follows:

TASK ORDER No.: _____

PROJECT NAME:

PROJECT NUMBER:

LOCATION:

DETAILED SCOPE OF SERVICES:

COMMENCEMENT DATE FOR SERVICES:

DEADLINE FOR COMPLETION OF TASK SERVICES AND DELIVERABLES:

COST ESTIMATE FOR TASK ORDER:

PAYMENT LIMIT FOR TASK ORDER:

CONTRA COSTA COUNTY By: _____ Department Head	ENGEO Incorporated By: _____ Authorized Representative
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APPENDIX B

Key Personnel and Rates

Labor Category	Hourly Rate
President	\$285
Principal Engineer/Geologist	235
Associate Engineer/Geologist	215
Senior Engineer/Geologist	190
Project Engineer/Geologist/Manager	170
Environmental Scientist	170
Staff Engineer/Geologist	150
Assistant Engineer	125
Senior Engineering Services Representative	135
Construction Services manager	145
Senior Field Representative II	135
Senior Field Representative I	120
Field Representative	115
Laboratory Technician	120
Network Administrator	150
CAD Specialist	125
Project Assistant	105

Reimbursables

Mileage: at current IRS rate
Parking/Tolls: at cost (attach receipt/documentation)
Travel/Hotel/Food: at cost with advance approval by County (attach receipt/documentation)
Photocopies/Printing: at cost (attach receipt/documentation)
Postage/Express Mail: at cost (attach receipt/documentation)

Other Direct Expenses (e.g. equipment rental, laboratory analysis, etc) will be at cost with advance approval by County (attach receipt/documentation).



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Novation Contract #74-362-6 with STAND! For Families Free of Violence

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-362-6 with STAND! For Families Free of Violence, a non-profit corporation, in an amount not to exceed \$122,733, to provide Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services for the period from July 1, 2015 through June 30, 2016. This Contract includes a six-month automatic extension through December 31, 2016, in an amount not to exceed \$61,367.

FISCAL IMPACT:

This Contract is funded 100% by Proposition 63/MHSA. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing two evidence-based, best-practice programs, "Expect Respect," and "You Never Win with Violence, at school sites in the County to directly affect the behaviors of youth (preventing future violence) and enhance mental health outcomes for students already experiencing teen dating violence. On September 9, 2014, the Board of Supervisors approved Contract #74-362-5 with

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon,
925-957-5201

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

By: , Deputy

cc: K Cyr, N Rios

BACKGROUND: (CONT'D)

STAND! For Families Free of Violence for the period from July 1, 2014 through June 30, 2015, which included a six-month automatic extension through December 31, 2015, for the provision of MHSA PEI services. Approval of Novation Contract #74-362-6 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, youth who are at-risk of experiencing violence and those who have experienced violence within their homes or dating relationships will not receive prevention and early intervention services from this Contractor.

CHILDREN'S IMPACT STATEMENT:

This MHSA-PEI program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include youth experiencing, or at-risk of, teen dating violence will demonstrate an increased knowledge about the difference between healthy and unhealthy teen dating relationships; an increase sense of belonging to positive peer groups; an enhanced understanding that violence doesn't have to be "normal" and an increased knowledge of their rights and responsibilities in a dating relationship.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Amendment #26-759-3 with Medical Anesthesia Consultants Medical Group, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-759-3 with Medical Anesthesia Consultants Medical Group, Inc., a corporation, effective June 1, 2015, to amend Contract #26-759-2, to continue Anesthesiology care including high risk pre-operation services, in the Radiology and Intensive Care Units with no change in payment limit of \$150,000, and no change in the original term of March 1, 2015 through February 28, 2018.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I. (Rate Increase)

BACKGROUND:

On March 31, 2015, the Board of Supervisors approved Contract #26-759-2 with Medical Anesthesia Consultants Medical Group, Inc., for the provision of anesthesiology services at Contra Costa Regional Medical and Contra Costa Health Centers (CCRMC), for the period from March 1, 2015 through February 28, 2018. Approval of Contract Amendment Agreement #26-759-3 will allow the Contractor to provide additional anesthesiology services at CCRMC through February 28, 2018

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: K Cyr, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not provide high risk pre-operative anesthesiology services in the Radiology and Intensive Care Units.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #26-798 with Infectious Disease Doctors Medical Group, APC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-798 with Infectious Disease Doctors Medical Group, APC, a corporation, in an amount not to exceed \$250,000, to provide infectious disease consulting services and training at Contra Costa Regional Medical and Contra Costa Health Centers (CCRMC) for the period from May 1, 2015 through April 30, 2016.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

Under Contract #26-798, the Contractor will provide weekly infectious disease consulting services including but not limited to clinic sessions, on-call coverage and training for the period from May 1, 2015 through April 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring infectious disease consulting will not be provided by Contractor, which may result in a reduction in the overall levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: K Cyr, N Rios



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #26-492-17 with Cardinal Health Pharmacy Services, LLC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-492-17 with Cardinal Health Pharmacy Services, LLC, a limited liability company, in an amount not to exceed \$685,000 for the provision of remote order entry of physician medication orders for Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from June 1, 2015 through May 31, 2016.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On July 29, 2014, the Board of Supervisors approved Contract #26-492-16 with Cardinal Health Pharmacy Services, LLC, to provide remote entry of physician medication orders from the CCRMC including, but not limited to, reviewing and entering all medication orders into the Customer's Pharmacy Information System, resolving all incomplete or questionable orders submitted by County Pharmacist, providing clinical support to hospital staff, and conducting daily briefings with the Director of Pharmacy, for the period from June 1, 2014 through May 31, 2015.
Approval

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Anna Roth,
925-370-5101

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

By: , Deputy

cc: K Cyr, N Rios

BACKGROUND: (CONT'D)

of Contract #26-492-17 will allow the Contractor to continue to provide remote entry of physician medication orders through May 31, 2016. This Contract includes mutual indemnification, and changes to County Standard General Conditions Paragraph 15 (Conflicts of Interest) and Paragraph 19, (Insurance).

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring after-hours medication orders at CCRMC will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #74-302-9 with Rubicon Programs Incorporated

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-302-9 with Rubicon Programs Incorporated, a non-profit corporation, in an amount not to exceed \$928,813, to provide Mental Health Services Act (MHSA) Community Services and Supports Program services, for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

This Contract is funded 39% by Federal Financial Participation and 61% by State MHSA (Prop 63). (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing MHSA Community Services and Supports Program, including providing community-based services, personal services coordination, medication support, crisis intervention, and other mental health services to eligible adult clients in West Contra Costa County. On April 29, 2014, the Board of Supervisors approved Contract #74-302-8 with Rubicon Programs Incorporated, for the period from July 1, 2014 through June 30, 2015, for the provision of MHSA Community Services and Supports Program services. Approval of Contract #74-302-9 will allow Contractor to continue providing MHSA Community Services and Supports Program services through June 30, 2016.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon
957-5201

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

By: , Deputy

cc: A Floyd, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients in West Contra Costa County will not receive the mental health service they need 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: August 18, 2015

Subject: Contract #74-429-6 with Roobal Sekhon, D. O.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-429-6 with Roobal Sekhon, O.D., an individual, in an amount not to exceed \$254,720, to provide outpatient psychiatric care for County's Adult Mental Health Clinics, including sleep studies, positive airways pressure clinics and administrative duties at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC) for the period from August 1, 2015 through July 31, 2016.

FISCAL IMPACT:

This Contract is funded 69% by Mental Health Realignment and 31% by Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:

For a number of years the County has contracted with Medical, Dental and Mental Health Specialists to provide specialized medical services. On September 9, 2014, the Board of Supervisors approved Contract #74-429-5 with Roobal Sekhon, D.O. to provide psychiatric care, sleep studies and continuous positive airway pressure clinics for mentally ill adults at the County's Adult Mental Health Clinics, for the period from August 1, 2014 through July 31, 2015. Approval

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon,
925-957-5201

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

By: , Deputy

cc: K Cyr, N Rios

BACKGROUND: (CONT'D)

of Contract #74-429-6, will allow the Contractor to provide outpatient psychiatric care at County's Adult Mental Health Clinic's, including sleep studies, airway pressure clinics and administrative duties for mentally ill adults at the Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), through July 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring outpatient psychiatric care and sleep studies will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Amendment #26-642-11 with Chiu Hung Tung, M.D., Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-642-11 with Chiu Hung Tung, M.D., Inc., a corporation, effective June 1, 2015, to amend Contract #26-642-8 (as amended by Amendment Agreements #26-642-9, and #26-642-10), to continue to provide anesthesiology clinics and care, and increase the payment limit by \$80,000 from \$1,845,000 to a new payment limit of \$1,925,000, with no change in the original term of October 1, 2013 through September 30, 2016.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

On October 22, 2013, the Board of Supervisors approved Contract #26-642-8 (as amended by Amendment Agreements #26-642-9, and #26-642-10) with Chiu Hung Tung, M.D., Inc., for the provision of anesthesiology care, including, but not limited to consultation, training, medical procedures, and on-call coverage for the General and Obstetrics units at Contra Costa Regional Medical and Health Centers (CCRMC), for the period from October 1, 2013 through September 30, 2016. This contract amendment adds services in the Radiology and ICU at CCRMC through September 30, 2016 and increases the payment limit on the contract.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: K Cyr, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the contract payment limit will be reached and Contractor will not continue to provide care.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Amendment #26-893-17 with Robert J. Lindsay, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-893-17, with Robert J. Lindsay, M.D., a self-employed individual, effective June 1, 2015, to amend #26-893-15 (as amended by #26-893-16), for the provision of additional anesthesiology clinics and services, with no change in payment limit of \$1,050,000, and no change in the original term of October 1, 2013 through September 30, 2016.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I. (Additional Rates added)

BACKGROUND:

On October 22, 2013, the Board of Supervisors approved Contract #26-893-15 (as amended by Amendment Agreement #26-893-16) with Robert J. Lindsay, M.D. for the provision of anesthesiology care at Contra Costa Regional Medical and Contra Costa Health Centers (CCRMC), for the period from October 1, 2013 through September 30, 2016. The County requested, and the Contractor agreed to provide additional anesthesiology services including high risk pre-op clinics. Approval of Contract Amendment Agreement #26-893-17 will allow the Contractor to provide additional anesthesiology care at CCRMC through September 30, 2016.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: K Cyr, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients requiring anesthesiology services at CCRMC will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Amendment #26-689-5 with Jeffrey Saadi, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-689-5 with Jeffrey Saadi, M.D., an individual, effective June 1, 2015, to amend Contract #26-689-3, (as amended by Amendment Agreement #26-689-4), to provide additional levels of anesthesia care with no change in payment limit of \$1,200,000, and no change in the original term of October 1, 2013 through September 30, 2016.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:

On October 22, 2013, the Board of Supervisors approved Contract #26-689-3 (as amended by Amendment Agreement #26-689-4) with Jeffrey Saadi, M.D., for the provision of anesthesiology care at Contra Costa Regional Medical and Contra Costa Health Centers (CCRMC), for the period from October 1, 2013 through September 30, 2016. Approval of Contract Amendment Agreement #26-689-5 will allow the Contractor to provide additional levels of anesthesiology care at CCRMC through September 30, 2016.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: K Cyr, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients requiring high risk pre-operative anesthesiology care 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: August 18, 2015

Subject: Cancellation Agreement#26-588-10 with Robert Green (dba East Bay Audiologists)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Cancellation Agreement #26-588-10 with Robert Green (dba East Bay Audiologists), an individual, effective at the close of business on August 31, 2015.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

On December 10, 2013, the Board of Supervisors approved Contract #26-588-9 with Robert Green (dba East Bay Audiologists) for the provision of audiology evaluation care, including but not limited to hearing evaluations, hearing aid fittings and evaluations, dispensing and procurement of hearing aids and supplies at CCRMC for the period January 1, 2014 through December 31, 2015. In accordance with General Conditions Paragraph 5 (Termination), of the Contract, the Department and Contractor have agreed to a mutual cancellation of this Contract. Approval of Cancellation Agreement #26-588-10 will accomplish this termination.

CONSEQUENCE OF NEGATIVE ACTION:

Not applicable.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: K Cyr, N Rios

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #26-140 with East Bay Audiologists, A Professional Corporation

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-140 with East Bay Audiologists, A Professional Corporation, in an amount not to exceed \$936,000, to provide audiology evaluation services at Contra Costa Regional Health Center and Contra Costa Health Centers (CCRMC) for the period from September 1, 2015 through August 31, 2017.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

Under Contract #26-140, the Contractor will provide audiology services including hearing evaluations, hearing aid evaluations, fitting, dispensing and procurement of hearing aids and supplies at CCRMC for the period from September 1, 2015 through August 31, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring audiology services at CCRMC will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: K Cyr, N Rios



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Cancellation Agreement#26-684-4 and Contract #26-684-5 with East Bay Medical Oncology/Hematology Medical Associates, Inc. (dba Epic Care)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, as follows: (1) Cancellation Agreement #26-684-4 with East Bay Medical Oncology/Hematology Medical Associates, Inc. (dba Epic Care), a corporation, effective on the close of business on June 30, 2015; and (2) Contract #26-684-5 with East Bay Medical Oncology/Hematology Medical Associates, Inc. (dba Epic Care), a corporation, in an amount not to exceed \$2,311,400, to provide oncology and hematology care at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from July 1, 2015 through June 30, 2018.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (Rate Increase)

BACKGROUND:

On December 4, 2012, the Board of Supervisors approved Contract #26-684-1 (as amended by Amendment Agreements #26-684-2 and #26-684-3) with East Bay Medical Oncology/Hematology Medical Associates, Inc. (dba Epic Care), for the provision of oncology and hematology care at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: K Cyr, N Rios

BACKGROUND: (CONT'D)

November 1, 2012 through October 31, 2015. In consideration of Contractor's agreement to continue providing services, both parties have agreed to re-negotiate the Contract Payment Provisions and the term to reflect the intent of the parties. Therefore, in accordance with General Conditions Paragraph 5 (Termination), of the Contract, the Department and Contractor have agreed to a mutual cancellation of this Contract. Approval of Cancellation Agreement #26-684-4 will accomplish this termination. Approval of Contract #26-684-5 will allow the Contractor to provide oncology and hematology care, through June 30, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring oncology and hematology care 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: August 18, 2015

Subject: Amendment #26-995-13 with George Lee, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-995-13 with George Lee, M.D. an individual, effective June 1, 2015, to amend Contract #26-995-10 (as amended by #26-995-11, and #26-995-12), to increase the payment limit by \$70,000, from \$1,275,000 to a new payment limit of \$1,345,000 with no change in the original term of August 1, 2012 through July 31, 2015, so that Contractor may be paid for services rendered.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:

On August 14, 2012, the Board of Supervisors approved Contract #26-995-10 (as amended by Amendment Agreements #26-995-11, and #26-995-12) with George, Lee, M.D., for the provision of anesthesiology care at Contra Costa Regional Medical and Contra Costa Health Centers (CCRMC), for the period from August 1, 2012 through July 31, 2015. The contract payment limit was reached. Approval of Contract Amendment Agreement #26-995-13 will allow the Contractor to be paid for services rendered at CCRMC through July 31, 2015.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Samir Shah, M.D.,
925-370-5525

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

By: , Deputy

cc: K Cyr, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not be paid for services rendered.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Amendment/Extension #72-028-7 with Contra Costa Interfaith Transitional Housing, Inc. (dba Contra Costa Interfaith Housing, Inc.)

RECOMMENDATION(S):

Amendment/Extension Agreement #72-028-7 with Contra Costa Interfaith Transitional Housing Inc. (dba Contra Costa Interfaith Housing, Inc.), a non-profit corporation, effective June 1, 2015, to amend Contract #72-028-6, to increase the payment limit by \$88,000, from \$20,000, to a new payment limit of \$108,000, and extend the term from June 30, 2015 through February 29, 2016.

FISCAL IMPACT:

This Amendment is funded 100% by Federal Department of Housing and Urban Development (HUD) through the City of Oakland. No County funds are required. (Rate increase)

BACKGROUND:

In May 2015 the County Administrator approved and the Purchasing Services Manager executed Contract #72-028-6 with Contra Costa Interfaith Transitional Housing Inc. (dba Contra Costa Interfaith Housing, Inc.), for the period

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- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Dan Peddycord,
313-6712

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

By: , Deputy

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

from March 1, 2015 through June 30, 2015, to provide housing advocacy services for people with HIV. Approval of Contract Amendment/Extension Agreement #72-028-7 will allow the Contractor to continue providing services through February 29, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, clients will not receive services 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: August 18, 2015

Subject: Contract #24-429-58 with Ujima Family Recovery Services

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #24-429-58 with Ujima Family Recovery Services, a non-profit corporation, in an amount not to exceed \$1,710,194 to provide residential and outpatient treatment for pregnant and parenting women and their small children, for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

This Contract is funded 84% by Federal Perinatal Set-Aside and 16% by Drug Medi-Cal funds.

BACKGROUND:

This Contract meets the social needs of County’s population by providing family-centered alcohol and drug treatment services to pregnant and parenting women and their children, in order to prevent perinatal substance abuse and improve birth outcomes.
On February 3, 2015, the Board of Supervisors approved Contract #24-429-57 with Ujima Family Recovery Services for the period from July 1, 2014 through June 30, 2015, to provide residential and outpatient treatment for pregnant and parenting women and their small children

-
- APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon
957-5201

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

By: , Deputy

BACKGROUND: (CONT'D)

Approval of Contract #24-429-58 will allow contractor to continue to provide services through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, pregnant and parenting women will not receive the alcohol and drug treatment services they need which may result in perinatal substance abuse and additional risk to their babies.

CHILDREN'S IMPACT STATEMENT:

This Alcohol and Drug Abuse program supports the Board of Supervisors' "Families that are Safe, Stable, and Nurturing" community outcome by providing parenting education, stability, and safety for mothers (and their children) and pregnant women who are alcohol and drug dependent, while they are in substance abuse treatment. Expected outcomes include delivery of drug-free babies, decreased use of alcohol, tobacco and other drugs, reduction in the number of relapses, and creation of a sober social network.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Grant Award #29-393-24 from the California Department of Public Health, Tuberculosis Control Branch

RECOMMENDATION(S):

Approve and authorize the Health Services Director or his designee, to execute, on behalf of the County, as follows:

A. Grant Award (County #29-393-24), from the California Department of Public Health, Tuberculosis Control Branch, to pay the County, an amount not to exceed \$291,142, for the period from July 1, 2015 through June 30, 2016, for the Tuberculosis (TB) Control Program, and

B. Authorize the Purchasing Agent to issue payments(s) in the amount not to exceed \$16,599, to be used for food, shelter, incentives and enablers (FSIE). The FSIE allotment will be used for taxi vouchers and rent subsidies.

FISCAL IMPACT:

Acceptance of this Award will result in up to \$291,142 in funding from the California Department of Public Health, Tuberculosis Control Branch, for fiscal year 2015-2016. No County match required

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Dan Peddycord
313-6712

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

By: , Deputy

cc: D Morgan, N Rios

BACKGROUND:

The Contra Costa County, Public Health Department maintains a TB Control Program, which serves all reported TB patients and their contacts in Contra Costa County. Outreach services are provided to reach the “Hard-to Reach” people with TB and those at high risk. The TB control staff work within the Communicable Disease Section in collaboration with the HIV/AIDS Program, Substance Abuse Programs, Contra Costa Regional Medical Center and Health Centers, and providers throughout the County.

Approval of Grant Award #29-393-24 will allow the Department to continue to expand its prevention and control activities which are essential to decreasing TB transmission, prevent the development of drug resistance, and cure TB patients, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this grant is not approved, the County will not receive funds to continue identifying and treating Contra Costa County residents who have active TB and ensure that they complete appropriate therapy.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Extension #26-579-4 with Mt. Diablo Unified School District

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Extension Agreement #26-579-4, effective August 1, 2015 to amend Contract #26-579-3 with Mt. Diablo Unified School District, an educational institution, effective August 1, 2015, to extend the term from August 31, 2015 through July 31, 2017.

FISCAL IMPACT:

None

BACKGROUND:

On April 24, 2012, the Board of Supervisors approved Contract #26-579-3, with Mt. Diablo Unified School District for the provision of providing supervised field instruction experience to provide various health care disciplines with Contra Costa Health Services, for the period from April 17, 2012 through August 31, 2015.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: ANNA ROTH,
370-5101

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

By: , Deputy

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

Approval of Contract Extension Agreement #26-579-4 will allow the Contractor to continue supervised fieldwork instruction experience for Contractor's students, at Contra Costa Regional Medical Center and Contra Costa Health Centers, through July 31, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this extension is not approved, Contractor's students will not receive certified medical assistant and surgical technician supervised fieldwork instruction experience at Contra Costa Regional Medical Center and Contra Costa Health Centers.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: Sharon Offord Hymes, Risk Manager
Date: August 18, 2015

Subject: Contract with Todd Boley, Attorney at Law

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Risk Manager to execute a contract with Todd Boley, Attorney at Law, for legal services for the period of July 1, 2015 through June 30, 2016 in accordance with a specified fee schedule.

FISCAL IMPACT:

Legal costs are paid through the General Liability Internal Service Fund.

BACKGROUND:

This legal firm was selected for its experience and expertise in particular areas of legal defense. Risk Management assigns cases to the firm for defense of claims.

CONSEQUENCE OF NEGATIVE ACTION:

County will not benefit from the firm's expertise.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Sharon Hymes-Offord
925.335.1450

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: August 18, 2015

Subject: Contract Amendment with IEDA for Labor Negotiations and Support Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with Industrial Employers and Distributor's Association (IEDA), effective June 29, 2015, to increase the payment limit by \$227,287 to a new payment limit of \$446,365 to continue providing labor negotiations and support services, and to extend the term of the agreement from June 30, 2015 to June 30, 2016.

FISCAL IMPACT:

The contract payment limit increase of \$227,287, for services IEDA will provide during the period of July 1, 2015 through June 30, 2016, will be funded initially by the General Fund and subsequently spread to other funds through the Cost Plan.

BACKGROUND:

The County Administrator's Office is requesting to amend and extend this contract so that the County can continue contracting with IEDA for labor relations and negotiation services. IEDA has represented Contra Costa County in labor relations matters for many years and

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

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

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

augments the County's Labor Relations staff. IEDA has long term, historical knowledge of the policies, practices and intricacies of the County and its operating departments and is instrumental in negotiations.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the County's ability to negotiate with our recognized employee organizations will be significantly impaired.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Amendment #24-681-73(17) with LTP Carepro, Inc. (dba Pleasant Hill Manor)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #24-681-73(17) with LTP Carepro, Inc. (dba Pleasant Hill Manor), a limited liability company, effective August 1, 2015, to amend Contract #24-681-73(16), to increase the payment limit by \$60,000, from \$252,000 to a new payment limit of \$312,000, with no change in the original term of February 1, 2015 through January 31, 2016.

FISCAL IMPACT:

This amendment is funded 71% by Mental Health Realignment funds and 29% by Mental Health Services Administration Housing (MHSA). (Rate increase)

BACKGROUND:

This Contract meets

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon,
957-5201

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

By: , Deputy

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

the social needs of the County's population in that it provides augmentation of room and board, and twenty-four hour emergency residential care and supervision to eligible mentally disordered clients, who are specifically referred by the Mental Health Program Staff and who are served by County Mental Health Services.

On March 3, 2015, the Board of Supervisors approved Contract #24-681-73(16) with LTP Carepro, Inc. (dba Pleasant Hill Manor), for the period from February 1, 2015 through January 31, 2016, to provide augmented board and care services for County-referred mentally disordered clients.

Due to the department needing to place one additional mentally disordered older adults, County requested and Contractor has agreed to the immediate placement. Approval of Contract Amendment Agreement #24-681-73(17) will allow the Contractor to provide additional (24) twenty-four hour emergency residential care and supervision services through January 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved clients will not be placed and additional services will not be provided by this contractor.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Echo Group Inc. Purchase order

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent on behalf of the Health Services Department, to execute a Purchase Order with the Echo Group, Inc. in an amount not exceed \$460,740.00 for the annual InSyst/PSP software and hardware maintenance for the Behavioral Health Services Division, Mental Health, and Alcohol and other Drugs Services, for the period from July 1, 2015 through June 30 2017.

FISCAL IMPACT:

\$437,740 Mental Health Realignment and \$23,000 General Fund.

BACKGROUND:

Since 1999, the Behavioral Health Services Division has used the Echo Group's InSyst/PSP system to process the Health Services Department's Mental Health and Alcohol and Other Drugs Services client registrations, services charges, billing accounts receivable, fiscal reporting, and schedule functions. The County owns a perpetual license for the InSyst/PSP System.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

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

Contact: David Runt

By: , Deputy

cc: T Scott, David Runt, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, vendor support for the InSyst/PSP system would cease, and Health Services would be unable to obtain application software upgrades and/or regulatory system modifications. The integrity of service data posted and claims generated from within the system for adjudication by third party payors and the State could be compromised. Failure to renew maintenance support would directly impact patient care.

CHILDREN'S IMPACT STATEMENT:

If this Purchase Order is not approved, vendor support for the InSyst/PSP system would cease, and Health Services would be unable to obtain application software upgrades and/or regulatory system modifications. The integrity of service data posted and claims generated from within the system for adjudication by third party payors and the State could be compromised. Failure to renew maintenance support would directly impact patient care.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #74-341-25(6) with Kelly Bradley, MFT

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-341-25(6) with Kelly Bradley, MFT, an individual, in an amount not to exceed \$110,000, to provide Medi-Cal specialty mental health services for the period from July 1, 2015 through June 30, 2017.

FISCAL IMPACT:

This Contract is funded 50% Federal Medi-Cal and 50% State General Fund. (Rate increase)

BACKGROUND:

On January 14, 1997, the Board of Supervisors adopted Resolution #97/17, authorizing the Health Services Director to contract with the State Department of Mental Health, (now known as the Department of Health Care Services) to assume responsibility for Medi-Cal specialty mental health services. Responsibility for outpatient specialty mental health services involves contracts with individual, group and organizational providers to deliver these services.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon
957-5201

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

By: , Deputy

cc: E Suisala , N Rios

BACKGROUND: (CONT'D)

In August 2013, the County Administrator approved and the Purchasing Services Manager executed Contract #74-341-25(3) as amended by Contract amendment #74-341-25(4) and #74-341-25(5) with Kelly Bradley, MFT for the provision of Medi-Cal specialty mental health services, for the period from July 1, 2013 through June 30, 2015.

Approval of Contract #74-341-25(6) will allow Contractor to continue providing mental health services through June 30, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, services provided to Medi-Cal beneficiaries could be negatively impacted, including access to services, choice of providers, cultural competency, language capacity, geographical locations of service providers, and waiting lists.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #74-341-79(4) with Minou Djavaherian, MFT

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-341-79(4) with Minou Djavaherian, MFT, an individual, in an amount not to exceed \$190,000, to provide Medi-Cal specialty mental health services for the period from July 1, 2015 through June 30, 2017.

FISCAL IMPACT:

This Contract is funded 50% Federal Medi-Cal and 50% State General Fund. (Rate increase)

BACKGROUND:

On January 14, 1997, the Board of Supervisors adopted Resolution #97/17, authorizing the Health Services Director to contract with the State Department of Mental Health, (now known as the Department of Health Care Services) to assume responsibility for Medi-Cal specialty mental health services. Responsibility for outpatient specialty mental health services involves contracts with individual, group and organizational providers to deliver these services.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon
957-5201

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

By: , Deputy

cc: E Suisala , N Rios

BACKGROUND: (CONT'D)

In November 2013, the County Administrator approved and the Purchasing Services Manager executed Contract #74-341-79(1) as amended by Contract amendment #74-341-79(2) and #74-341-79(3) with Minou Djavaheerian, MFT for the provision of Medi-Cal specialty mental health services, for the period from November 1, 2013 through June 30, 2015.

Approval of Contract #74-341-79(4) will allow Contractor to continue providing mental health services through June 30, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, services provided to Medi-Cal beneficiaries could be negatively impacted, including access to services, choice of providers, cultural competency, language capacity, geographical locations of service providers, and waiting lists.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: AllSteel/Sam Clar Inc. Purchase Order

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a Purchase Order with AllSteel/Sam Clar Inc., in the amount of \$272,495.35 to purchase new furniture for the new Antioch Health Center.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I

BACKGROUND:

The new Antioch Health Center is currently being constructed. It will require a great deal of furniture (desks, chairs, keyboard trays, file cabinets, etc.) for staff and patients who will be working or treated there.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved the new Antioch Health Center will not be able to open to patients.

CHILDREN'S IMPACT STATEMENT:

Not applicable

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Anna Roth
370-5121

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

By: , Deputy

cc: T Scott, N Rios, Margaret Harris



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Novation Contract # 24-725-1 with Counseling Options & Parent Education, Inc. (C.O.P.E.)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-725-1 with Counseling Options & Parent Education, Inc. (C.O.P.E.), a non-profit corporation, in an amount not to exceed \$225,000, to provide Triple-P parent education classes and practitioner trainings for the period from July 1, 2015 through June 30, 2016. This Contract includes a six-month automatic extension through December 31, 2016, in an amount not to exceed \$112,500.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Service Act. (No Rate Increase)

BACKGROUND:

This Contract meets the social needs of County’s population by providing Triple P parent education programming to at-risk families in order to help parents develop better coping skills and improve family communication. Contractor shall also provide trainings and certification services to maintain a qualified pool of practitioners within Contra Costa County. On July 8, 2014, the Board of Supervisors approved Contract #24-725, with Counseling Options & Parent

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon,
957-5201

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

By: , Deputy

cc: A Floyd, N Rios

BACKGROUND: (CONT'D)

Education, Inc. (C.O.P.E.), for the provision of Triple-P parent education classes and practitioner trainings, for the period from July 1, 2014 through June 30, 2015, which included a six-month automatic extension through December 31, 2015.

Approval of Novation Contract #24-725-1 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, at-risk families will have reduced access to parent education programming and qualified Triple-P practitioners, resulting in reduced levels of service to the community.

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: August 18, 2015

Subject: Contract #27-297-9 with East Bay Perinatal Medical Associates

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-297-9 with East Bay Perinatal Medical Associates, a Partnership, in an amount not to exceed \$700,000 to provide Maternal-Fetal Medicine services for Contra Costa Health Plan members for the period from July 1, 2015 through June 30, 2017.

FISCAL IMPACT:

This Contract is funded 100% by Contra Costa Health Plan Enterprise Fund II. (No rate increase)

BACKGROUND:

The Health Plan has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County.

On August 6, 2013, the Board of Supervisors approved Contract #27-297-8 with East Bay Perinatal Medical Associates, for the period from July 1, 2013 through June 30, 2015, for the provision of Maternal-Fetal Medicine services for Contra Costa Health Plan members.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Patricia Tanquary
313-6004

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

By: , Deputy

cc: E Suisala , N Rios

BACKGROUND: (CONT'D)

Approval of Contract #27-297-9 will allow Contractor to continue providing Maternal-Fetal Medicine services through June 30, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for Contra Costa Health Plan 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: August 18, 2015

Subject: Contract #74-225-84(9) with Judith Watkins, MFT

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-225-84(9) with Judith Watkins, MFT, an individual, in an amount not to exceed \$110,000, to provide Medi-Cal Specialty mental health services for the period from July 1, 2015 through June 30, 2017.

FISCAL IMPACT:

This Contract is 50% Federal Medi-Cal and 50% State General Fund (rate increase)

BACKGROUND:

On July 16, 2013, the Board of Supervisors approved Contract #74-225-84(6) [as amended by Contract Amendment Agreement #74-225-84-8] with Judith Watkins, MFT, for the provision of Medi-Cal Specialty mental health services, for the period from July 1, 2013 through June 30, 2015. Approval of Contract #74-225-84(9) will allow Contractor to continue providing Medi-Cal mental health services, through July 30, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, services provided to Contra Costa Mental Health Medi-Cal beneficiaries could be negatively impacted, including access to services, choice of providers, cultural competency, language capacity, geographical locations of service providers, and waiting lists.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon
957-5201

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

By: , Deputy

cc: A Floyd, N Rios

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Olympus America Inc. Purchase Order

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent on behalf of the Health Services Department, to execute an amendment to Purchase Order#46749 with Olympus America, Inc. to add \$134,064.80 for a new total of \$410,064.80 to add our gastrointestinal scopes to the service agreement with Olympus America, Inc. for the repair and maintenance of our fleet of scopes at the Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers with no change in the original term of April 11, 2013 through April 10, 2017.

FISCAL IMPACT:

100% funding is included in the hospital Enterprise Fund I budget

BACKGROUND:

The CCRMC and Contra Costa Health Centers has had two separate agreements, expiring on different dates, to repair and maintain our fleet of scopes. This amendment will place all our Olympus scopes under one agreement. The scopes being added are for gastrointestinal procedures and are of a delicate nature that require special care in the repair and maintenance of the item for safety and patient care.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Anna Roth
370-5121

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

By: , Deputy

cc: T Scott, N Rios, M Harris

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, the CCRMC and Contra Costa Health Centers will be unable to provide the safest, most reliable care, to patients.

CHILDREN'S IMPACT STATEMENT:

Not applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Amendment #26-745-4 with Medical Solutions, LLC (dba Nebraska Medical Solutions)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-745-3 with Medical Solutions, LLC (dba Nebraska Medical Solutions), a corporation, effective July 1, 2015, to amend Contract #26-745-2, to add additional classifications of temporary staffing services with no change in the original payment limit of 1,600,000 and no change in the original term of July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

On Mya 12, 2015, the Board of Supervisors approved Contract #26-745-2 with Medical Solutions Staffing, LLC, (dba Nebraska Medical Solutions) for the provision of temporary registered nurses, nurse practitioners, surgical technicians, and physician assistants to provide coverage during peak workloads, temporary absences and emergency situations at CCRMC, and the County's Detention Facilities, for the period from July 1, 2015 through June 30, 2016.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Anna Roth,
925-370-5101

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

By: , Deputy

cc: J Pigg, N Rios

BACKGROUND: (CONT'D)

The Division requested, and the Contractor agreed to provide additional staffing services during the month of June, 2015 to cover increased vacation coverage not anticipated at the time of negotiations.

Approval of Contract Amendment Agreement #26-745-4 will allow the Contractor to provide additional temporary staff through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not provide additional services rendered in good faith to CCRMC and County's Detention Facilities through June 30, 2016.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Contract #74-302-9 with Rubicon Programs Incorporated

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-302-9 with Rubicon Programs Incorporated, a non-profit corporation, in an amount not to exceed \$928,813, to provide Mental Health Services Act (MHSA) Community Services and Supports Program services, for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

This Contract is funded 39% by Federal Financial Participation and 61% by State MHSA (Prop 63). (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing MHSA Community Services and Supports Program, including providing community-based services, personal services coordination, medication support, crisis intervention, and other mental health services to eligible adult clients in West Contra Costa County. On April 29, 2014, the Board of Supervisors approved Contract #74-302-8 with Rubicon Programs Incorporated, for the period from July 1, 2014 through June 30, 2015, for the provision of MHSA Community Services and Supports Program services. Approval of Contract #74-302-9 will allow Contractor to continue providing MHSA Community Services and Supports Program services through June 30, 2016.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cynthia Belon
957-5201

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

By: , Deputy

cc: A Floyd, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients in West Contra Costa County will not receive the mental health service they need 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: August 18, 2015

Subject: Tiernan-Leino Dental Laboratory, Inc. 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 Tiernan-Leino Dental Laboratory, in the amount of \$145,000 to purchase dental prosthetics for dentures and partials, and to purchase other dental laboratory supplies for the Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers (CCHC), for the period July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Find I Budget.

BACKGROUND:

CCRMC and CCHC have used Tiernan-Leino Dental Laboratory for many years. This vendor provides excellent dentures and partials and also gives a discount on pricing, which saves the county money each year.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, CCRMC and CCHC will not be able to provide the best care possible for our dental patients.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, N Rios, Crystal Grayson



Contra
Costa
County

To: Board of Supervisors
From: Jessica Hudson, County Librarian
Date: August 18, 2015

Subject: Library and 3M Equipment Service Agreement FY 2015/16

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to execute a contract with 3M Library Systems in an amount not to exceed \$155,460 for service and maintenance of self-check and self-return equipment, Radio Frequency Identification (RFID) security gates, RFID digital library assistants (to read RFID tags), and staff workstations for the period July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

The cost is appropriated in the Library's FY 2015/2016 budget.

BACKGROUND:

3M equipment is used throughout the library's 26 locations. The service agreement covers 120 pieces of equipment plus software and includes labor, parts, and equipment modifications. Service can be requested via an 800 number 24 hours 7 days a week. The equipment under the service agreement is used for book/media security equipment, inventory equipment, and customer self service equipment. The Library staff is experienced with 3M equipment and support. Since all of the library's self-service equipment is manufactured by 3M, it is imperative for network and training that the systems are compatible and the same in each location, especially for staff that move between locations.

CONSEQUENCE OF NEGATIVE ACTION:

Library self-service functions will not be maintained, resulting in increased staff mediation and decreased customer satisfaction.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Jessica Hudson,
925-646-6423

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Ed Woo, Department of Information Technology
Date: August 18, 2015

Subject: International Business Machines Corporation Client Relationship Agreement

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Information Officer, or his designee, to execute a Statement of Work for Hourly Services with International Business Machines Corporation, in an amount not to exceed \$154,400, to replace the Department of Information Technology's current billing application with IBM's Usage and Accounting Collector mainframe application, for the period August 18, 2015 through August 17, 2016.

FISCAL IMPACT:

\$154,400 (100% User Fees); the cost is budgeted under Org# 1060, Fiscal Year 15/16 and recovered through DoIT's billing process.

BACKGROUND:

IBM's CIMS application (currently in use by DoIT) has been replaced by Tivoli Decision Support for zOS (TDSz) Usage and Accounting Collector (UAC) services. CIMS is a middle ware application used to interface Mainframe accounting data and our Microsoft based accounting data. DoIT's accounting department relies on this application to import and export accounting data for the purpose of our weekly and monthly billing processes.

CONSEQUENCE OF NEGATIVE ACTION:

By not implementing the Tivoli Decision Support Mainframe Application upgrade, DoIT will be unable to process our internal and external billing. This would adversely impact the department's revenue.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 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:

None.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: August 18, 2015

Subject: Rotorcraft Support, Inc. Helicopter Maintenance Contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Rotorcraft Support, Inc., in an amount not to exceed \$1,500,000 for helicopter maintenance services for the period September 1, 2015 through August 31, 2016.

FISCAL IMPACT:

\$1,500,000; budgeted. These expenditures are covered by a combination of agency user fees, annual SLESF (Supplemental Law Enforcement Services Fund) allocation, and P-6 Zone revenue.

BACKGROUND:

Rotorcraft Support, Inc., will provide maintenance services for the Sheriff's helicopters. The helicopter program is an integral element of effective law enforcement operations, providing enhanced patrol, surveillance, and search and rescue capabilities. Continuation of the helicopter program hinges on the services provided under this contract. Costs associated with this contract are partially offset by revenue generated by neighboring jurisdictions contracting for helicopter services and indirectly offset by State of California Department of Boating and Waterways grant funding.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Sandra Brown,
925-335-1553

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board of Supervisors decide to disapprove this contract, the continuation of the helicopter program will require the County to contract for maintenance services at additional cost.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: August 18, 2015

Subject: 2015-16 First Baptist Church Kids' Castle and E. Leland childcare contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract, including modified indemnification language, with First Baptist Church of Pittsburg, in an amount not to exceed \$908,659, to provide State Preschool, Pre-kindergarten Literacy and Head Start and Early Head Start Program services, for the term July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

\$121,200 in Federal funds / CFDA #93.600
Administration for Children & Families

\$787,459 in State funds
California Department of Education

BACKGROUND:

Contra Costa County receives funds from the Administration for Children and Families (ACF) to provide Head Start and Early

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

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

Contact: CSB
681-6346

By: , Deputy

cc: Ericka Ramirez, Ressie Dayco, Haydee Ilan, Cassandra Youngblood

BACKGROUND: (CONT'D)

Head Start services to program eligible County residents. Contra Costa also receives funds from California Department of Education (CDE) to provide State Preschool services to program eligible County residents. The State requires an indemnification clause with County subcontractors wherein the subcontractor holds harmless the State and its officers for any losses.

In order to provide a wider distribution of services to County residents, the Department contracts with a number of community-based organizations. Approval of this contract will allow the provision of vital preschool and childcare services to program eligible children in East Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not be able to more widely distribute childcare availability through partnership with community based agencies.

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: August 18, 2015

Subject: 2015-16 Fairgrounds Center Childcare Services Operation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with First Baptist Church of Pittsburg, California, including a modified indemnification language, in an amount not to exceed \$1,205,979, to provide childcare services at Fairgrounds Children’s Center, for the term July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

\$317,223 Federal funds / CFDA # 93.600
Administration for Children and Families

\$888,756 State funds
California Department of Education / Child Development

BACKGROUND:

On September 25, 2007 the Board approved the award of the operation of childcare services at the County-owned facility,

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- APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: CSB (925)
681-6346

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Fairgrounds Children's Center, as a result of a Request for Proposal (RFP). First Baptist Church of Pittsburg was the successful respondent to the RFP. The first nine (9) months of the contract was approved by the Board on the above date, and the contract has been renewed annually since. This board order renews the contract for the 2015-16 program year.

Contra Costa County receives funds from the Administration for Children and Families (ACF) to provide Head Start program services to program eligible County residents. County also receives funds from the California Department of Education (CDE) Child Development program for State Preschool and General Childcare and Development program services. The State requires an indemnification clause with County subcontractors wherein the subcontractor holds harmless the State and its officers for any losses.

Approval of this board order allows the continued provision of the following services at Fairgrounds Children's Center, for the period July 1, 2015 through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not be able to more widely distribute childcare availability through partnership with community based agencies.

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: August 18, 2015

Subject: 2015-16 Martinez Early Childhood Center childcare services contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute a contract with Martinez Early Childhood Center to provide Early Head Start and Head Start Program Enhancement services with a payment limit not to exceed \$175,200 and term July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

100% Federal funds / CFDA 93.600
Grant source is Administration for Children and Families (Head Start Program).
No County match.

38-483-12

BACKGROUND:

Contra Costa County receives funds from the Administration for Children and Families (ACF) to provide Head Start program services to program eligible County residents. The Department, in turn, contracts with a number of community-based organizations to provide a wider

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: CSB (925)
681-6346

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

By: , Deputy

cc: Ericka Ramirez, Haydee Ilan, Cassandra Youngbloodq

BACKGROUND: (CONT'D)

distribution of services. This contract is to provide Early Head Start and Head Start program enhancement services to 56 children through this partnership.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not be able to more widely distribute childcare availability through partnership with community based agencies.

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 Twa, County Administrator
Date: August 18, 2015

Subject: CONTRACT AMENDMENT WITH CITYGATE ASSOCIATES LLC FOR INDEPENDANT FINANCIAL CONSULTANT SERVICES RELATED TO THE EMS AMBULANCE RFP PROCESS

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with Citygate Associates, LLC, to increase the payment limit by \$6,000, from \$93,381, to a new payment limit of \$99,381, for additional independent financial consultant services relates to the Emergency Medical Services Ambulance Request for Proposals during the period from April 1, 2015, through December 31, 2015.

FISCAL IMPACT:

\$6,000. The total cost of the contract will increase to \$99,381, which will be funded from the County General Fund.

BACKGROUND:

On September 9, 2014, the Board of Supervisors directed the County Administrator to secure a contract with an independent financial consultant to assist in validating the economic impact of bids received through the Emergency Medical Service (EMS) ambulance request for proposals (RFP) process. On January 13, 2015, the EMS Agency was directed to submit the Final Draft RFP to the California EMS Authority for review and approval, which included to the final financial components requested of bidders in their responses

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Timothy Ewell, (925) 335-1036

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

to the RFP.

The County Administrator's Office recommended and the Board approved a contract with Citygate Associates LLC to conduct the independent financial analysis of all bids received in response the Emergency Ambulance RFP. In the final weeks prior to the EMS Agency bringing a recommendation to the Board, the EMS Agency requested additional information from the bidder requiring additional analysis by Citygate for inclusion into the Final Report. Today's action increases the payment limit of the contract in recognition of the work necessary to render an opinion on the additional financial information requested by the EMS Agency.

CONSEQUENCE OF NEGATIVE ACTION:

The contract with Citygate Associates LLC will not reflect the actual scope of the EMS independent financial review process.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Board of Supervisors
From: Joseph E. Canciamilla, Clerk-Recorder
Date: August 18, 2015

Subject: ACCEPT CANVASS OF VOTES FOR COUNTY SERVICE AREA P6, ZONE 1514 WALNUT CREEK AREA

RECOMMENDATION(S):

Accept the Canvass of Votes for the July 14, 2015 Special Election, showing that the measure for Police Services in County Service Area P-6, Zone 1514, Supervisorial District 2; Walnut Creek Area, passed as follows:

Total Landowners 1
Votes 2
Yes 2
No 0

FISCAL IMPACT:

Accepting the canvass of votes will permit the formation of Zone 1514 and the collection of a special tax for police services.

BACKGROUND:

The attached Certificate of the County Clerk provides the results of the July 14, 2015 Special Election for County Service Area P-6, Zone 1514, Subdivision 149376, wherein each landowner of the affected area was allowed one vote for each acre or portion thereof on Resolution No. 2015/146 so as to authorize a special tax on on said property located in Zone 1514, of County Service Area P-6 to maintain the present level of police protection service and provide additional funding for increased police protection services.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Rosa Mena,
925.335.7806

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

By: , Deputy

cc: Tim Ewell, Senior Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not accept the Canvass of Votes, Zone 1514 will not be formed.

ATTACHMENTS

Election Certificate

Canvass of Votes

**CERTIFICATE OF COUNTY CLERK AS TO THE RESULTS OF THE CANVASS OF
THE POLICE SERVICE AREA P-6, ZONE 1514, SUBDIVISION 149376 SPECIAL
ELECTION.**

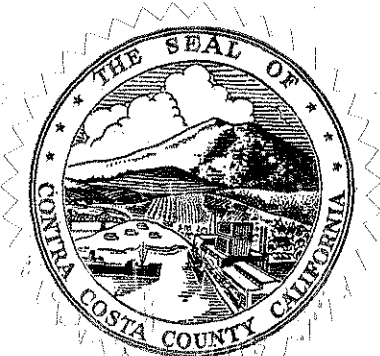
State of California }
 }
County of Contra Costa } **ss.**

I, JOSEPH E. CANCIAMILLA, County Clerk of Contra Costa County, State of California, do hereby certify that I did canvass the returns of the votes cast on July 14, 2015 Special Election. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said County, and the whole number of votes cast for and against the measure in said County and in each respective precinct therein, and that the totals of the respective columns and the totals as shown for and against the measure are full, true and correct.

WITNESS my hand and Official Seal this 15th day of July, 2015.

JOSEPH E. CANCIAMILLA, County Clerk

By Rosa Mena
Rosa M. Mena, Elections Processing Supervisor



**CONTRA COSTA POLICE SERVICE AREA P-6,
ZONE 1514, SUBDIVISION 149376**

OFFICIAL CANVASS

The Election was conducted on July 14, 2015, by Landowners of the effected area. Each Landowner was allowed one vote for each acre or portion thereof.

<u>Total Landowners</u>	<u>Voted</u>	<u>Yes</u>	<u>No</u>
1	1	2	0



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: August 18, 2015

Subject: Keller Canyon Mitigation Fund FY 2015/16 Allocation Plan

RECOMMENDATION(S):

1. **APPROVE** the FY 2015/16 Keller Canyon Mitigation Fund (KCMF) allocation plan in the amount of \$1,394,702 for specified projects as recommended by the KCMF Review Committee (Exhibit A); and
2. **AUTHORIZE** the Department of Conservation and Development (DCD) Director, or designee, to enter into contracts with the nonprofit organizations and public agencies as specified in Exhibit A for the period July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

No General Funds - 100% Keller Canyon Landfill Mitigation Funds. The FY 2015/16 KCMF allocation plan is consistent with the KCMF policies adopted by the Board of Supervisors on May 24, 2011 including: (1) the projected FY 2015/16 revenue amount is based on the revenue trend over the last several years; (2) staff has considered any anticipated changes in the amount of waste expected to be deposited at the Keller landfill site during the year; (3) the projected revenue amount has been reduced by 20 percent to reduce the likelihood that proposed expenditures will exceed actual revenue. The amount proposed to be allocated includes \$514,702 of previous years' fund balance, which is also consistent with KCMF policies (Policy IIG).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Kristen Lackey (925)
674-7888

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

By: , Deputy

cc:

BACKGROUND:

In 1990, the Board of Supervisors (Board) approved the Keller Canyon Landfill land use permit and franchise agreement which included the establishment of three fees to mitigate the following impacts of the landfill: traffic generated on the County's road system, the impacts of the landfill on open space, existing and proposed recreational facilities, and agricultural land, and general impacts of the landfill upon the surrounding community.

The Keller Canyon Mitigation Fund (KCMF) process was established in August 1992, and the first allocation of funds occurred in November 1992. In 1994, the Board amended the land use permit and the franchise agreement to combine the above mitigation fees, as well as to provide additional flexibility in the use of funds, specifying that the fee shall be used by the Board in its sole discretion. The current program/project/service categories considered for funding include: youth services, code enforcement, public safety, community beautification, and community services.

On May 24, 2011, the Board approved new policies governing the implementation and administration of the KCMF. The FY 2015/16 allocation process is the fourth year that the new policies governed the process. Listed below are the applicable policies and a description of how they were applied during the FY 2015/16 allocation process:

1. Policy IA: The composition of the KCMF Review Committee shall include the following individuals: District V Supervisor, District V Chief of Staff (or other person assigned by the Supervisor), a representative of the Bay Point Municipal Advisory Committee (MAC) appointed by the Bay Point MAC, a Principal (or other senior school official) from a school located in the Bay Point area, and a representative from the Bay Point Chamber of Commerce. The representatives from the MAC, Bay Point area school, and Chamber of Commerce shall be appointed to minimum two year terms.

Action: The KCMF Review Committee was comprised of the District V Chief of Staff, David E. Fraser; Bay Point Municipal Advisory Committee Member, Vicki Zumwalt; Mount Diablo Unified School District Board Member, Debra Mason, and Bay Point Chamber of Commerce Representative, Shah Khurram. District V Supervisor, Federal Glover did not actively participate in this year's Review Committee meetings. However, he was briefed regularly by the Chief of Staff and supports the recommendations made by the Committee.

2. Policy ID: The KCMF Review Committee's funding recommendations shall be guided by the KCMF Target Area Map that establishes "Primary" and "Secondary" target areas for the use of KCMF funds. One hundred percent of KCMF funds shall be used for programs/projects/services directly serving those within the "Primary" and "Secondary" target areas. In addition, no less than 70 percent of the KCMF funds shall be used to fund programs/projects/services directly serving those in the "Primary" target area.

Action: The KCMF Review Committee's proposed FY 2015/16 funding recommendations result in 78 percent of the funds being used for programs/projects/services that will directly serve those residents in the "Primary" target area and the remainder is within the "Secondary" target area.

3. Policy IE: Funding recommendations from the KCMF Review Committee shall be presented at a Board of Supervisors regularly scheduled meeting. The Board Order will list all of the applicants, the amount of funding requested, the amount recommended, and a short description of the proposed program/project and the proposed outputs and/or outcomes.

Action: See Exhibits A and B.

4. Policy IIA: To increase the public's knowledge on how, where, and when to apply for KCMF funding, the funding timeline, request for proposal (KCMF application), and other applicable materials shall be placed on the District V and County websites. The websites shall also allow organizations and interested persons to add their contact information to ensure notification on matters related to KCMF.

Action: The Supervisor's office and DCD staff engaged in a comprehensive outreach effort to notify the public of

the availability of funds. In addition to posting the Request for Proposals (RFP) and application on the District V and County's websites, emails announcing the RFP were also sent to DCD's email notification list used for its CDBG program, and to previous KCMF applicants. In addition, a "Bidders Conference" was held on April 30, 2015 to inform potential applicants of the application requirements, process, and timeline. KCMF applications were due on May 22, 2015. A total of 116 applications and requests for funding were submitted by the deadline. The KCMF Review Committee met on five separate occasions to review the applications, interview applicants, and develop final funding recommendations.

5. Policy IIC: To ensure the tax exempt status of a nonprofit agency requesting funds is valid and in good standing, KCMF applicants shall submit their current non-profit status determination letter from the IRS, a copy of their most recent tax return, and the printout from the California Business Portal (<http://kepler.sos.ca.gov/>).

Action: Any application that did not contain the requisite documents, including the printout from the California Business Portal, was deemed to be incomplete and therefore not accepted.

6. Policy IIF: Any deficit in the KCMF fund after the end of each fiscal year shall be eliminated by allocating the necessary amount from next year's projected revenue.

Action: Not applicable. The KCMF had a FY 2013/14 ending fund balance of \$378,892.

7. Policy IIG: When estimating the amount of KCMF funds to be made available for projects in future fiscal years, staff shall analyze the revenue trend lines from previous years and the KCMF Review Committee shall only allocate 80 percent of the anticipated revenue for the upcoming year. This protocol will reduce the likelihood that expenses will be greater than actual revenue received during the year. Any revenue over expenses in one year may be added to the amount made available in the following year.

Action: Based on the current information available, staff is using the same revenue estimate as used the last two years - \$1,100,000 even though the total revenue received in FY 2014/15 is approximately \$275,000 over the estimate. The below table shows how the amount available to allocate in FY 2015/16 was determined:

FY 2014/15	
Revenue/Expenses	
FY 2014/15 Actual Revenue	\$1,375,602
FY 2013/14 Ending Fund Balance	<u>378,892</u>
Total Available (a)	\$1,754,494
FY 2014/15 Actual Expenses	\$1,153,360
FY 2014/15 Accrued Expenses	<u>12,548</u>
Total Expenses (b)	\$1,165,908
FY 2014/15 Ending Fund Balance (a-b)	\$588,586
FY 2015/16 Projected	
Revenue/Expenses	
FY 2015/16 Projected Revenue	\$1,100,000
Less 20% (per KCMF Policy II.G)	<u>(220,000)</u>
Subtotal	\$880,000
FY 2014/15 Ending Fund Balance	<u>588,586</u>
Total Available to Allocate (c)	\$1,468,586
FY 2015/16 Proposed Allocation (d)	\$1,394,702
FY 2015/16 Unallocated Funds (c-d)	\$73,884

The KCMF Review Committee has recommended not allocating all of the FY 2014/15 ending fund balance at this time, and is holding \$73,884 in reserves. If during the year, one or more of the funded agencies is in need of additional funds to complete and approved program/project or a new program/project emerges, the Committee will reconvene to consider any request(s) for additional funding up to the amount held in reserve and return to the Board with any funding recommendation(s).

CONSEQUENCE OF NEGATIVE ACTION:

Not approving the recommended allocations will result in delays in implementing important projects/programs that directly benefit the residents of the KCMF target areas.

CHILDREN'S IMPACT STATEMENT:

The recommended projects/programs support at least one of the five community outcomes established in the Children's Report Card.

ATTACHMENTS

Exhibit A FY 2015/16 Allocation Plan

Exhibit B FY 2015/16 Recommendation Summary

FISCAL YEAR 2015/16 KCMF ALLOCATION PLAN

<u>Agency</u>	<u>Amount</u>
1. <u>Advance Camp, Inc.- Advance Camp 2015</u> Provide personal growth opportunities to over 3,000 scouts through a weekend camp held at the Contra Costa County Fairgrounds. The scouts will have access to over 60 different merit badges in various subject areas including Lifesaving, Welding, and Robotics.	\$1,000
2. <u>African American Health Empowerment Collaborative – Health Empowerment Expo</u> Conduct a one-day health expo targeting East County African American residents. The expo will provide evidence-based activities related to chronic disease prevention and self-care management to empower residents to make healthy lifestyle choices as a way to improve individual and family health outcomes.	\$5,000
3. <u>All Star Cheer Reaction – All Star Cheer Program</u> Provide a cheer program designed to keep youth (ages 5-18) active during the more vulnerable months of summer as well as to keep them motivated when school begins to be a good student and actively participate in healthy lifestyles throughout the year. A total of 65 youth will participate in the cheer program.	\$8,000
4. <u>Ambrose Recreation & Park District – Bay Point Holiday Celebrations</u> In partnership with the other community-based organizations conduct least three celebratory events during the year that promote family and community. A total of over 500 residents are expected to participate in the three events.	\$4,000
5. <u>Ambrose Recreation & Park District – Fun Starts at 60</u> Provide social and holiday activities during CC Café’s lunch program as a way to encourage attendance and participation. Daily attendance at the CC Café’s lunch program is expected to increase by 20-30 percent. A minimum of 200 seniors are expected to participate.	\$4,000
6. <u>Antioch Rivertown Jamboree- Delta Thunder Boat Race</u> Conduct a two-day outdoor family event including boat racing, a boat show, food vendors, arts and crafts, and a kid zone. The event is expected to have over 18,000 people in attendance.	\$5,254
7. <u>Antioch Unified School District – Ride to School Project</u> Provide access to public transportation (via bus passes) to schools within Antioch Unified School District. The program will result in socio-economically disadvantaged students having increased school attendance.	\$5,000
8. <u>Arts and Culture Foundation of Antioch – Art4Schools</u> Partner with the Antioch Unified School District by providing curriculum based art classes and multi-cultural assemblies at four elementary schools during the year.	\$2,500

Classes and programs take place throughout the school year and ends with an exhibit at the Lynn House Gallery.

9. Bay Point Community Foundation – Science Week 2016 \$2,000
Provide a “Science Week” at the Ambrose Community Center for school age youth during their spring break. Approximately 100 youth are expected to participate in the program.
10. Bay Point Garden Club – BP Spring Derby Memorial, Parade & Festival \$1,500
Sponsor the Spring Derby event that draws participation from families, youth, seniors, local organizations, civic groups and businesses together to celebrate spring and the Bay Point community.
11. Bay Point Historical Society – Community Education Foundation \$2,000
Develop a video library of Bay Point oral histories through collaboration with Gateway High School students. Approximately 10-20 students will participate in the program.
12. Bay Point Historical Society – Society Annual Luncheon \$2,000
Provide senior citizens with physical activity, nutritional education, and social interaction through the provision of line dancing events and classes. Two dance events will be provided, as well as 88 classes for 25-35 participants each.
13. Be Very Loved Foundation – Line Dancing for Life Program \$2,000
Provide senior citizens with physical activity, nutritional education, and social interaction through the provision of line dancing events and classes. Two dance events will be provided, as well as 88 classes for 25-35 participants each.
14. Black Diamond Follies / Pittsburg Arts & Community Foundation – Black Diamond Follies 2015 Production \$4,000
Provide a series of three dance performances at the California Theater in Pittsburg. The performances will be conducted by approximately 15 seniors for an audience of over 450 seniors.
15. CC Youth Council & Singing Eagle Foundation – Read to Live \$10,000
Provide a reading and spelling tutoring program for approximately 55 learning disabled incarcerated boys. The program goal is to improve the fluency skills of boys that read and spell at or below a fourth grade level.
16. Center for Human Development – Four Corners \$5,000
Provide violence and gang prevention therapy group sessions and individual support to high-risk students attending Hillview Junior High in Pittsburg. Support to families is also offered. A total of 15-25 students are expected to be provided services during the year.
17. Center for Human Development – Bay Point Partnership 13th Annual Unity in Community \$5,000
Sponsor the Eleventh Annual “Unity in Community” event in June, 2016. This event will: 1) cultivate resident leadership, 2) foster relationships between residents and

service providers, 3) offer community resources, 4) celebrate diversity of people and cultures, and, 5) promote civic pride.

18. Child Abuse Prevention Council of CC – Nurturing Parenting Connection \$5,000
Operate a 15-week home based educational program for mothers/families of newborns by providing parental support, education and child abuse prevention to 10 families in Bay Point and Pittsburg.
19. City of Pittsburg Park and Recreation – Fun, Food & Fellowship \$5,000
Partner with the C.C. Café to provide seniors with an opportunity for socialization, physical activity, tournaments, and good nutrition. Seven dances and four fun tournaments will be provided to help improve seniors’ quality of life.
20. City of Pittsburg Park and Recreation – Community is Key \$5,000
Publish and mail the Senior Center Newsletter three times a year to provide seniors who do not have access to a computer with critical information regarding County and City services that enhance their quality of life.
21. CC Interfaith Transitional Housing – Services to Low Income Children/Families \$10,000
Provide case management, parent support, and youth enrichment services to 123 low-income and at-risk households living in affordable housing in two housing developments in Bay Point and Pittsburg.
22. Craft Community Care Center da STS Academy – 1-2-3 Tutoring Program \$10,000
Provide a tutoring program to 1st, 2nd, and 3rd graders attending Highlands Elementary School in Pittsburg and who are normally shut out of normal after school tutoring and intervention programs because of lack of transportation and other issues. A total 20 students will receive tutoring services during the year.
23. Craft Community Care Center dba STS Academy – World Music and Art Festival \$5,000
Bring music and art from around the world to all Bay Point and Pittsburg elementary school students and their families to help cultivate understanding, acceptance and appreciation of the various cultures.
24. East Contra Costa Homeless Animals Lifeline Organization – HALO TNR Program \$5,000
Reduce and control community cat overpopulation through the use of trap, neuter, and return strategy. The program will provide no cost spaying, neutering, and rabies vaccinations of cats within the community.
25. East County Business Education Alliance – Work Based Learning Support Project \$2,500
Develop programs that increase student grades and preparation for college and careers in the areas of math and science through a coalition of local school districts and business leaders.
26. East County Midnight Basketball League – Summer Midnight Basketball League Program \$5,000
Operate the program to assist at-risk youth and young adults between the ages of 16-28 with obtaining help in the following areas: employment, education, health and life skills.

27. First A.M.E Community Church/Women’s Missionary Society – WMS Arts & Crafts \$4,059
Provide intensive three hour arts and crafts classes twice per month. The classes will create a sense of well-being and reduce stress and anxiety through various mediums including jewelry making and sewing. It is expected that approximately 150 people will participate in the classes.
28. First Baptist Head Start – Alumni Program \$8,000
Provide approximately 140 at-risk youth (grades 6th-10th); the opportunity to learn valuable job skills, and develop positive work ethics during the summer months by volunteering at the Head Start facility.
29. Furry Friends Food Relief Program – Hands Helping Paws \$5,000
Provide financial assistance to seniors, veterans, low-income, and unemployed people to care for their pets including spay/neutering, vaccines, prescriptions, etc. The program will reduce the amount of surrendered and lost pets in shelters, and expected to serve 600 people (900 pets).
30. Give Always to Others & Co. – Multicultural Program \$1,500
Provide two, three-hour community events featuring speakers, cultural performances and exhibitions.
31. Grace Bible Fellowship of Antioch – Summer Camp & After School Program \$5,000
Provide a summer camp program to a diverse group of school children so they can participate in activities ranging from math, English, sports, community service, computers, and cooking classes all in a positive environment conducive to student growth. Approximately 100 students will participate in the program.
32. Grace Worship Center of the East Bay - Doris Manly’s Favor First Learning Center \$5,000
Operate a free multi-purpose community center in El Pueblo offering food, reading programs, community events, resume and employment preparation, and mentoring. The center will serve over 70 persons daily.
33. Greater Faith Food Pantry – Food Pantry Project \$7,000
Operate a food pantry program that provides healthy and nutritious food packages to approximately 150 low income families twice per week.
34. Interfaith Council of Contra Costa County – Winter Nights Van \$5,000
Purchase of new van utilized in the operation of the rotating family shelter during the months of October through May. The van is used to transport children to school, adults to work or public transportation, and other shelter needs. The shelter serves approximately 30 people per night.
35. Loaves and Fishes of Contra Costa – Nourishing Lives Program \$10,000
Operate its dining rooms serving Bay Point, Pittsburg, and Antioch residents by providing free meals to lower income families to decrease the incidence of hunger, malnutrition, obesity and diabetes in adults and children.

36. Los Medanos College – Stoneman Veterans Resource Center \$8,800
 Purchase computers and a printer for a Veteran Resource Center opening in fall. The Center provides transitional, academic, financial, emotional and social support as veterans transfer from combat to becoming Los Medanos College students. The Center will be available to over 300 veteran-students enrolled annually at LMC.
37. Los Medanos College Foundation – Community Facility Fee Support \$10,000
 Provide low or no-cost facility rentals to at least eight community organizations during the year.
38. Meals on Wheels/Senior Outreach Services – Pittsburg Nutrition / Social Support \$10,000
 Operate the C.C. Cafe in Pittsburg that provides healthy food and socialization to seniors to help them to remain in their homes. It is expected that approximately 320 senior will be served during the year.
39. Meals on Wheels/Senior Outreach Services – Bay Point CC Café Outreach \$5,000
 Operate the C.C. Cafe in Bay Point that provides healthy food and socialization to seniors to help them to remain in their homes. It is expected that approximately 200 seniors will be served during the year.
40. Meals on Wheels of Contra Costa, Inc. – Meals for Homebound Seniors \$10,000
 Provide daily meals to nutritionally at-risk homebound seniors in East County.
41. Open Opportunities, Inc. – Future Build \$10,000
 Operate the Future Build project that provides 22 low income young adults between the ages of 17 to 30 with a life changing experience that leads to re-engagement in the workforce and post-secondary educational opportunities. Pre-apprenticeship training will be married to practical applications in coordination with Habitat East Bay, Rebuilding Together, Local Unions and Jr. Colleges.
42. Opportunity Junction – Job Training and Placement Program \$10,000
 Provide the Job Training and Placement Program to low-income East County residents helping them become self-sufficient through a comprehensive program of computer training, life skills, paid experience, career skills, mental health, and long-term follow-up. A total of 42 participants are expected to be served during the year.
43. Pacific Community Services, Inc. – Housing Counseling Services Program \$7,500
 Provide individual HUD certified housing counseling services to approximately 110 households to prevent the loss of housing and to counter habitability, fair housing and other housing issues.
44. Pacific Community Services, Inc. – California Theatre Organ Restoration (3rd Year) \$3,350
 Restore and reinstall the 1928 Robert Morton Theatre Organ originally built for the historic California Theatre in Pittsburg. This year the pipe ranks, wind system, and the electronics and controls will be rebuilt.

45. People Who Care Children Assoc. – After-School Green Jobs Youth Training \$10,000
Provide job training to 12 at-risk youth in several “green technologies.” Training in LEED lighting, and solar battery powered mini off grid electric systems for multiple uses, model green off grid homes, decks, and other hands on projects.
46. Pittsburg High School – Academic Achievers Association \$2,500
Sponsor the Academic Achievers program by holding a quarterly ceremony and luncheon to encourage and recognize students who obtain a GPA or 3.0 or above.
47. Pittsburg High School Band Boosters – 2015 Uniform Project \$10,000
Contribute toward the purchase of new uniforms or jackets for the Pittsburg High School Marching Band. New uniforms are necessary because the program has grown by approximately 54% in the past two years.
48. Pittsburg Arts and Community Foundation, Inc./Contra Costa Library- Pittsburg Library Stay and Play \$4,500
Create an updated and dynamic children’s area through the purchase of new tables, interactive play stations, colorful artwork, and signage.
49. Pittsburg Community Emergency Services – PICES – Feeding the Hungry \$5,000
Operate the food pantry program to help feed the hungry in Pittsburg and Bay Point. The organization is run entirely by volunteers and relies on donations to pay operational expenses and food. Approximately 5,000 people per year are provided food.
50. Pittsburg Police Department – Pittsburg Neighborhood Improvement Days \$10,000
Reduction of blight in four specific locations. Through partnering with the community, dispose of debris, discarded appliances, abandoned property and graffiti.
51. Rainbow Community Center – Rainbow-CHD Youth Services Pittsburg High School \$5,000
Promote school safety at Pittsburg High School through learning groups and leadership development, awareness campaigns and events. The program will reach all students estimated at 2,200.
52. Reading Advantage Inc. - Take One, READ One, Keep One \$3,000
Operate children’s libraries at De Anza Gardens and El Pueblo community rooms. Provide books, bookcases, book-themed decorated walls and cozy reading areas, and parent workshops. Approximately 399 children and their families will be served.
53. Rehab Services of Northern CA – Adult Day Health Care Physical Therapy Physical Therapy Equipment Upgrade \$5,000
Purchase upgraded equipment for the Bedford Center for Adult Day Health Care. The equipment will be a component of an expansion and renovation project scheduled for this fall. The Center serves up to 30 participants daily.
54. Rotary Club of Antioch – READ: Rotary’s Empowerment of Antioch Through Dictionaries \$7,000
Purchase a hardcover dictionary for each third grade student in the Antioch Unified School District facilitating their ability to learn the meaning and correct spelling of

words. Over 1,300 are expected to receive a dictionary.

55. Rotary Club of Pittsburg – Encourage Love of Learning \$10,000
Provide dictionaries to approximately 1,000 third grade students to encourage a love of learning and literacy.
56. Shelter Inc. – Pittsburg Family Center \$10,000
Provide transitional housing and services for homeless families with children. The Program serves 8 families at a time with the goal of 70% moving to permanent housing at program exit.
57. Soroptimist International of Pittsburg – Kidz on Target \$5,000
Provide approximately 100 children that have been referred by the Contra Costa County Social Services Department with a shopping spree to purchase school clothes, and provide the kids with a back pack with school supplies and a book to take home.
58. St. Vincent de Paul – Care Pittsburg Free Medical Clinic & Dental Program \$10,000
Provision of urgent/chronic medical and dental care to low-income uninsured East County residents at the RotaCare Free Medical Clinic. The Clinic serves thousands of patients annually.
59. Stoneman Village – Dinner Meal Program \$10,000
Help subsidize the provision of one nutritious meal five days a week to low-income, elderly and handicapped individuals who reside at Stoneman Village and Stoneman Village II in Pittsburg.
60. Teen Success – Teen Success Contra Costa County \$2,500
Provision of weekly support groups and childcare for 34 teen mothers and their children. The program will support teen moms achieve social, emotional, educational, and other life goals through the four program areas: Path to Personal Success, Health and Wellness, Education and Career, and Parents as First Teachers.
61. The Darius Jones Foundation – The Community Youth Heart Screening Project \$4,000
Provide heart screening of youth ages 9-24 in order to reduce the incidence of sudden cardiac arrest. In addition to performing 600 screenings, the program offers basic life support instruction and education.
62. The Network of Care - Feed Families of Hospitalized Children \$2,025
Provide free meals to families of children who are hospitalized at Children’s Hospital Oakland, UCSF Children’s Hospital, Kaiser Walnut Creek, and California Pacific Medical Center.
63. TODOS UNIDOS – Multicultural Senior Health Program \$5,400
Conduct monthly health education groups and an annual Senior Appreciation Day Health & Resource Fair for multilingual seniors. The program will serve over 250 seniors.

64. Youth Intervention Network \$10,000
 The program will engage youth in Antioch, ages 10-18, who because they are truant and/or academically disengaged are likely to commit or become victims of violence without the appropriate interventions.
65. CCC Department of Conservation and Development – District V Code Enforcement \$100,000
 Address complaints of junkyards, illegal dumping, abandoned properties, illegal land-use, substandard/unsafe buildings, illegal/unsafe mobile homes, construction without permits and abandoned vehicles.
66. CCC Public Works– East County Beautification Program \$35,000
 Provide community beautification through roadside cleanup of litter, trash, appliances, tires, abandoned vehicles and other waste materials, as well as landscape maintenance in unincorporated areas of Bay Point in District V.
67. CCC County Counsel Office – Code Development and Compliance Attorney \$95,000
 Provide legal support to the Board of Supervisors, Department of Conservation and Development, and other staff responsible for the effective and timely development, adoption, implementation, and enforcement of zoning, building, housing, and other ordinances.
68. CCC Health Services Department – Cali House Youth Shelter \$10,000
 Provide shelter and reunification services to runaway and homeless youth ages 14-21 in Contra Costa County. The funds will be used to support 20 homeless youth from Primary and Secondary Target areas of District V.
69. CCC Health Services Department – Youth Shelter Feasibility Study \$7,500
 Conduct a feasibility study of creating an emergency shelter for youth ages 18-24 in the local community.
70. CCC EHSD Service Integration Program – Bay Point Works Community Career Center \$5,000
 Operate Bay Point Works - a neighborhood-based program that strives to advance the economic well-being of unemployed, underemployed and “working poor” Bay Point residents, while providing them with significant and meaningful opportunities to be an active force in revitalizing their community.
71. CCC Library – Pittsburg / Bay Point Pop-up Library \$8,500
 Development of a “Pop Up” Library program at three different local community spaces. The program will provide access to soft cover books, storytime events, puppet shows, concerts, and literacy programs.
72. CCC Library – Kids Read! Antioch \$3,564
 Distribution of the book “Biscuit in the Garden” to 2,000 children in three schools and five community locations. Additionally, there will be six programs offered to enhance the children’s engagement with the book and educate their families about library resources.

73. <u>CCC Sheriff's Office – Resident Deputy</u>	\$175,000
Provide enhanced law enforcement services to Bay Point to enhance the ability to significantly improve residents' quality of life.	
74. <u>CCC Sheriff's Office – Gang Prevention</u>	\$10,000
Provide gang prevention services in the local community.	
75. <u>CCC Sheriff's Office – School Resource Officer</u>	\$175,000
Provide one uniformed officer within the Mt. Diablo School District in Bay Point to establish a safe school environment and promote the positive development of Bay Point youth.	
76. <u>CCC Sheriff's Office – BP Annual Holiday Dinner and Toy Give Away</u>	\$8,000
Assist in financing the Office of the Sheriff's the annual Bay Point Christmas Dinner and Toy Drive. The event is free to Bay Point residents and targets local youth.	
77. <u>CCC Sheriff's Office – BP Bike Safety Rodeo</u>	\$3,500
Assist in financing the Office of the Sheriff's the annual Bay Point Christmas Dinner and Toy Drive. The event is free to Bay Point residents and targets local youth.	
78. <u>CCC Workforce Development Board – Small Business Development Center</u>	\$35,000
Design and implement a process to enhance business recruitment efforts into industrial land along the northern waterfront in Bay Point, Pittsburg, and Antioch. At least four businesses will be recruited during the year.	
79. <u>CCC Department of Conservation and Development – KCMF Administration</u>	\$60,000
Assist District V staff in managing and administering the FY 2013/14 Keller Canyon Mitigation Fund program.	
80. <u>CCC Department of Conservation and Development - KCMF Grantee Monitoring</u>	\$25,000
Conduct on-site monitoring of Keller Canyon Mitigation Fund grantees to ensure compliance with program policies.	
81. <u>District V Staff – KCMF Target Area Staff Services</u>	\$100,000
Funding will support the growing needs of constituents in District V through the revision of staff focused on the KCMF target areas	
82. <u>District V (via CCC Public Works Dept.) – Bay Point Crossing Guard Program</u>	\$66,000
Provide State approved school crossing guards at 10 Bay Point intersections.	
83. <u>Bay Point MAC – Municipal Advisory Committee Operations</u>	\$2,500
Funding will support the advisory council's activities throughout the year. The MAC provides advice and recommendations to the Contra Costa County Board of Supervisors on planning issues and services provided in Bay Point.	
84. <u>District V Events - Peace In The Streets/Youth Summit/Non-Profit Development Seminars/Relay for Life</u>	\$50,000

Funding will support several community events including: Peace in the Streets, Youth Summit, Small Business Workshops, Grant writing seminars and participation in Relay For Life. These events provide opportunities to enhance and educate residents in the KCMF target areas.

85. <u>District V Interns – Internships Providing Assistance with KCMF</u> Funding will provide a stipend for summer and winter internships at the District V office.	\$15,000
86. <u>District V Technology Upgrades – Computer and Presentation Equipment</u> Purchase of computer and presentation equipment for the multiple programs and events conducted in East County by District V staff.	\$14,350
87. <u>KCMF Review Committee/Keller Reception – Networking Event for KCMF Funded Agencies</u> Funding will support the annual reception for service providers who receive funding from the Keller Canyon Mitigation Fund. Participants share with attendees the scope and nature of the services they provide and collaborate on service expansion. The allocation includes the cost of food, rental and other charges related to the reception.	\$2,000
88. <u>Development of KCMF On-Line Application / Reporting System</u> Development of an on-line application and reporting system to streamline processes and achieve greater program efficiencies.	\$11,900
TOTAL	\$1,394,702

FY 2015/16 APPLICATION/FUNDING RECOMMENDATIONS SUMMARY

Exhibit B

Agency	Program	Amount Requested	Amount Recommended by KCFM Review Committee	Amount Targeted to Primary Target Area
NON-PROFIT ORGANIZATIONS				
AdvanceCamp, Inc.	AdvanceCamp 2015	\$ 5,000	\$ 1,000	\$ 50
African American Health Empowerment Collaborative	Health Empowerment Expo	\$ 7,300	\$ 5,000	\$ 2,950
All Star Cheer Reaction	All Star Cheer Reaction	\$ 10,000	\$ 8,000	\$ 8,000
Ambrose Pittsburg Lions Club	Rebuild BBQ Area at Ambrose Park	\$ 10,000	\$ -	\$ -
Ambrose Rec & Park District	Summer Send Off	\$ 4,100	\$ -	\$ -
Ambrose Park & Rec District	NFL PP&K	\$ 600	\$ -	\$ -
Ambrose Rec & Park District	Bay Point Holiday Celebraton	\$ 8,000	\$ 4,000	\$ 4,000
Ambrose Rec & Park District	The Giving Garden	\$ 1,500	\$ -	\$ -
Ambrose Rec & Park District	Fun Starts at 60	\$ 4,000	\$ 4,000	\$ 4,000
Ambrose Park & Rec District	Family First Fridays	\$ 2,894	\$ -	\$ -
Ambrose Park & Rec District	BP Baseball Clinic	\$ 2,500	\$ -	\$ -
Ambrose Park & Rec District	Sizziling Summer Camp	\$ 8,820	\$ -	\$ -
Ambrose Rec & Park District	Ambrose Teen Center	\$ 7,000	\$ -	\$ -
Antioch Chamber of Commerce	Suburban Poverty Task Force	\$ 10,000	\$ -	\$ -
Antioch Rivertown Jamboree	Antioch Rivertown Jamboree Delta Thunder Boat Race	\$ 9,086	\$ 5,254	\$ 525
Antioch Unified School District	Ride to School Project	\$ 9,995	\$ 5,000	\$ -
Arts & Cultural Foundation of Antioch	Art4Schools	\$ 5,000	\$ 2,500	\$ -
Bay Point Community Foundation	Science Week 2016	\$ 2,000	\$ 2,000	\$ 2,000
Bay Point Garden Club	Bay Point Spring Derby Memorial, Parade and Festival	\$ 3,000	\$ 1,500	\$ 1,500
Bay Point Historical Society	Bay Point Historical Society Community Education Foundation	\$ 4,000	\$ 2,000	\$ 2,000
Bay Point Historical Society	Bay Point Historical Society Annual Luncheon	\$ 2,000	\$ 2,000	\$ 2,000
Be Very Loved Foundation	Line Dancing for Life Program	\$ 9,000	\$ 2,000	\$ 300
Beat The Streets Inc	Work Readiness Project	\$ 6,500	\$ -	\$ -
Black Diamond Follies/Pittsburg Arts and Community Foundation	Black Diamond Follies 2015 Production	\$ 4,600	\$ 4,000	\$ 2,240
CC Youth Council & Singing Eagle Foundation	Read to Live	\$ 10,000	\$ 10,000	\$ 5,000
Center for Human Development	Four Corners	\$ 10,000	\$ 5,000	\$ 1,750
Center for Human Development	Bay Point Partnership - 13th Annual Unity in the Community & Branding/Marketing for Bay Point Partnership	\$ 9,750	\$ 5,000	\$ 5,000
Child Abuse Prevention Council of Contra Costa	The Nurturing Parenting Connection	\$ 10,000	\$ 5,000	\$ 2,500
City of Pittsburg Rec & Parks	Fun Food & Fellowship	\$ 10,000	\$ 5,000	\$ 2,500
City of Pittsburg Rec & Parks	Community is Key	\$ 10,000	\$ 5,000	\$ 2,500
Contra Costa Health Ministry Network	Community Health Promotion	\$ 5,000	\$ -	\$ -
Contra Costa Interfaith Housing	Services for Low-Income At-Risk or Homeless Children and Families	\$ 10,000	\$ 10,000	\$ 10,000
Counseling Options & Parent Education Support Center Inc	Stop Bullying - Anti-Bullying Education for School Staff	\$ 10,000	\$ -	\$ -
Craft Community Care Center dba STS Academy	1-2-3 Tutoring Program	\$ 10,000	\$ 10,000	\$ 10,000
Craft Community Care Center Inc dba STS Academy	World Music and Arts Festival	\$ 10,000	\$ 5,000	\$ 4,650
Delta 2000/Rivertown Community Radio	Rivertown Community Radio Content Creators and Engineering Training Program	\$ 9,650	\$ -	\$ -
East Contra Costa County Homeless Animals Lifeline Organization (H.A.L.O.)	HALO TNR Program	\$ 10,000	\$ 5,000	\$ 5,000
East County Business Education Alliance	Work Based Learning Support Project	\$ 10,000	\$ 2,500	\$ -
East County Jr. Warriors Basketball League	East County Jr. Warriors Basketball & Cheer Program	\$ 10,000	\$ -	\$ -
East County Midnight Basketball League	Summer Midnight Basketball League Program	\$ 10,000	\$ 5,000	\$ 4,000
Family Purpose Corporation	Drop It at the Door	\$ 9,840	\$ -	\$ -
First A.M.E. Community Church/Women's Missionary Society/Kweli Educational Enterprise	WMS Arts & Crafts	\$ 4,060	\$ 4,059	\$ 3,044
First Baptist Church Head Start	First Baptist Head Start Alumni Program	\$ 10,000	\$ 8,000	\$ 2,800
Food Bank of Contra Costa and Solano	School Pantry Program	\$ 10,000	\$ -	\$ -
Furry Friends Food Relief Program	Hands Helping Paws	\$ 10,000	\$ 5,000	\$ 2,500
Give Always To Others & Co	Multicultural Programs	\$ 3,950	\$ 1,500	\$ 750
Grace Bible Fellowship of Antioch	Summer Camp & After School Program	\$ 10,000	\$ 5,000	\$ 1,200
Grace Worship Center of the East Bay	Doris Manly's Favor First Learning Center	\$ 9,000	\$ 5,000	\$ 1,500
Greater Faith Food Pantry	Greater Faith Food Pantry	\$ 7,000	\$ 7,000	\$ 5,600
Inspire Learning Institute	STEM Afterschool and Pre-Apprenticeship Program	\$ 10,000	\$ -	\$ -
Interfaith Council of Contra Costa County	Winter Nights Van	\$ 10,000	\$ 5,000	\$ 2,500
Loaves and Fishes of Contra Costa	Nourishing Lives in Pittsburg, Antioch and Bay Point	\$ 10,000	\$ 10,000	\$ 6,200
Los Medanos College	Stoneman Veterans Resource Center	\$ 8,800	\$ 8,800	\$ 4,400
Los Medanos College Foundation	Community Facility Fee Support	\$ 10,000	\$ 10,000	\$ 7,500
Meals on Wheels and Senior Outreach Services	Pittsburg Nutrition and Social Support for Seniors	\$ 10,000	\$ 10,000	\$ 7,000

FY 2015/16 APPLICATION/FUNDING RECOMMENDATIONS SUMMARY

Exhibit B

Agency	Program	Amount Requested	Amount Recommended by KCFM Review Committee	Amount Targeted to Primary Target Area
COUNTY DEPARTMENTS				
CCC Department of Conservation and Development	District V Code Enforcement	\$ 110,000	\$ 100,000	\$ 100,000
CCC Public Works	East County Beautification Program	\$ 35,000	\$ 35,000	\$ 35,000
CCC County Counsel Office	Code Development & Compliance Attorney	\$ 95,000	\$ 95,000	\$ 95,000
CCC Health Services Dept.	Cal House Youth Shelter	\$ 10,000	\$ 10,000	\$ 2,400
CCC Health Services Dept.	Youth Shelter Feasibility Study	\$ 7,500	\$ 7,500	\$ 7,500
CCC EHSD - Service Integration Program	Bay Point Works Community Career Center	\$ 7,500	\$ 5,000	\$ 5,000
CCC Library	Pittsburg/Bay Point Pop-Up Library	\$ 10,000	\$ 8,500	\$ 5,610
CCC Library	Kids Read! Antioch	\$ 3,564	\$ 3,564	\$ -
CCC Sheriff Office	Resident Deputy	\$ 246,092	\$ 175,000	\$ 175,000
CCC Sheriff Office	Gang Prevention	\$ 10,000	\$ 10,000	\$ 10,000
CCC Sheriff Office	Bay Point SRO	\$ 246,092	\$ 175,000	\$ 175,000
CCC Sheriff Office	BP Annual Xmas Dinner and Toy Give Away	\$ 8,000	\$ 8,000	\$ 8,000
CCC Sheriff Office	BP Bike Safety Rodeo	\$ 3,500	\$ 3,500	\$ 3,500
CCC Workforce Development Board	Small Business Development Center	\$ 35,000	\$ 35,000	\$ 17,500
CCC Department of Conservation and Development	KCMF Administration	\$ 60,000	\$ 60,000	\$ 46,200
CCC Department of Conservation and Development	KCMF Grantee Monitoring	\$ 25,000	\$ 25,000	\$ 18,750
District V Staff	KCMF Staff Services	\$ 100,000	\$ 100,000	\$ 77,000
CCC Public Works Dept.	Bay Point Crossing Guard Program	\$ 66,000	\$ 66,000	\$ 66,000
	SubTotal	\$ 1,078,248	\$ 922,064	\$ 847,460
DISTRICT V INITIATIVES				
Bay Point MAC	Municipal Advisory Committee Operations	\$ 2,500	\$ 2,500	\$ 2,500
Peace in the Streets/Youth Summit/NonProfit Development Workshop/Small Business Wo	Seminars/Summits	\$ 50,000	\$ 50,000	\$ 25,000
District V Interns	Internships providing assistance with KCMF funded activities	\$ 15,000	\$ 15,000	\$ 15,000
District V Technology Upgrades	Computer and presentation equipment	\$ 14,350	\$ 14,350	\$ 14,350
KCMF Review Committee/Keller Reception	Networking event for KCMF funded agencies	\$ 2,000	\$ 2,000	\$ 2,000
Development of KCMF On-Line Application/Reporting System	On-line application and reporting system	\$ 11,900	\$ 11,900	\$ 8,330
	SubTotal	\$ 95,750	\$ 95,750	\$ 67,180
	Total	\$ 1,921,785	\$ 1,394,702	\$ 1,088,745



Contra
Costa
County

To: Board of Supervisors
From: Mark Peterson, District Attorney
Date: August 18, 2015

Subject: Approval to purchase a vehicle for District Attorney investigation activities

RECOMMENDATION(S):

Approve and Authorize the Purchasing Agent, on behalf of the District Attorney's office, to execute a Purchase Order in an amount not to exceed \$27,021.33 for the purchase of a 2016 Ford Escape Hybrid Utility Vehicle to be used by District Attorney Sr. Inspectors assigned to the Real Estate Fraud unit. (100% Real Estate Fraud Special Funds, no general fund).

FISCAL IMPACT:

This Purchase Order is funded 100% by the Real Estate Fraud Special Fund.

BACKGROUND:

To better address the volume of real estate fraud crimes in the County the District Attorney's office has recently expanded this unit by assigning an additional District Attorney Sr. Inspector to be dedicated solely to investigating these types of crimes. That Sr. Inspector requires a vehicle to carry out those field investigations.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Cherie Mathisen
925-957-2234

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Robert Campbell, Auditor-Controller
Date: August 18, 2015

Subject: Authorization to change annual audit requirement for Alamo-Lafayette Cemetery District

RECOMMENDATION(S):

In lieu of annual audits, and in accordance with the provisions of Government Code Section 26909 and at the recommendation of the Auditor-Controller:

1. AUTHORIZE the Alamo-Lafayette Cemetery District to submit an audit to the County's Office of the Auditor-Controller covering fiscal year 2008-09 through 2012-13, a five-year period, and
2. AUTHORIZE the Alamo-Lafayette Cemetery District to submit biennial audits for fiscal year 2013-14 and beyond.

FISCAL IMPACT:

There is no fiscal impact to Contra Costa County.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Joanne Bohren,
925-646-2233

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

By: , Deputy

cc:

BACKGROUND:

The Alamo-Lafayette Cemetery District was formed in 1937 and serves the area of Alamo, Blackhawk, Danville, Diablo, Lafayette, Rossmoor, and part of Walnut Creek and San Ramon. The District maintains its funds in the County Treasury and records receipts and disbursements in the County's Finance System. The District has requested approval of a five-year audit, covering fiscal year 2008-09 through 2012-13, in lieu of an annual audit to reduce its estimated audit costs of \$30,000-\$40,000 for five individual annual audits. Additionally, the District has requested approval to replace future annual audits, starting with fiscal year 2013-14 to biennial audits covering a two-year period. These requests will allow the District to catch up with past audits, while still maintaining compliance with Government Code Section 26909, which requires special districts in the state of California to be audited.

Government Code 26909(b) states:

A special district may, by unanimous request of the governing board of the special district, with unanimous approval of the board of supervisors, replace the annual audit required by this section with one of the following, performed in accordance with professional standards, as determined by the county auditor:

- (1) A biennial audit covering a two-year period.
- (2) An audit covering a five-year period, if the special district's annual revenues do not exceed an amount specified by the board of supervisors.
- (3) An audit conducted at specific interval, as recommended by the county auditor, that shall be completed at least once every five years.

CONSEQUENCE OF NEGATIVE ACTION:

The Alamo-Lafayette Cemetery District does not have the funds to have individual annual audits conducted for fiscal year 2008-2009 through fiscal year 2013-2014 and will remain out of compliance with Government Code Section 26909.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Alamo-Lafayette Cemetery District Audit Request

Alamo-Lafayette Cemetery District

An Independent California Special District

3285 Mt. Diablo Blvd./P.O. Box 1955 • Lafayette, California 94549 • (925) 284-1353 Fax (925) 284-4144

June 29, 2015

Robert R. Campbell
Auditor-Controller
Contra Costa County
625 Court Street
Martinez, CA 94553

AUDITOR-CONTROLLER
2015 JUL -6 PM 2:26

Dear Mr. Campbell,

At our regularly scheduled board meeting of June 15th, 2015, the Alamo-Lafayette Cemetery District Trustees unanimously approved a proposed five year audit, consisting of fiscal years 08-09 through 12-13. The Board of Trustees would also like to request a biennial audit be approved indefinitely for our District.

We appreciate your help and time in this matter and understand that this has to be presented to the Board of Supervisors. Once the Board of Supervisors has made its decision, and we have been notified, we will begin the audits immediately.

Sincerely,



Nancy J. Flood
Trustee / Chairperson

NJF:pah

Cc: Carolyn Thiessen, Trustee
Mary McCosker, Trustee
Joanne Bohren, Chief Auditor
Jennifer Webber, Chief Accountant



Contra
Costa
County

To: Board of Supervisors
From: Gus Kramer, Assessor
Date: August 18, 2015

Subject: AES Automated Appraisal System Maintenance and Support

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Assessor's Office, a purchase order with Tyler Technologies, Inc. in the amount of \$138,915.00 for the maintenance and support of the AES Rapid 2000 computer automated appraisal system for the period of August 1, 2015 through July 31, 2016.

FISCAL IMPACT:

AB589 Property Tax Administration Program funds, in the amount of \$138,915.00 will be used to maintain the system.

BACKGROUND:

The AES Rapid 2000 system has been operational in the Assessor's Office since 1999. The system currently contains five (5) basic modules including residential property appraisal, appeal processing, public services tracking, Geographic Information System (GIS) and mass appraisal. The AES system has enabled appraisers to have on-line access to comparable sales data, property characteristics and Geographical Information System (GIS) parcel data, which is used to analyze and determine residential property appraisals for enrollment of the Assessment Roll. In its current state, the AES system has become a mission critical application for the appraisal staff, providing tools and services that extend beyond the capabilities of the County's Land Information System (LIS).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Michelle Cabrera,
925.313.7508

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

By: , Deputy

cc: Robert Campbell, County Auditor-Controller

CONSEQUENCE OF NEGATIVE ACTION:

If the purchase order is not approved, the Assessor's Office will no longer have the ability to maintain and support the AES Rapid 2000 computer system, which has become a mission critical application for the appraisal staff who value property for tax assessment purposes.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: August 18, 2015

Subject: Inducement Action for Multifamily Project - Mission Bay Apartments, Bay Point

RECOMMENDATION(S):

ADOPT Resolution No. 2015/297 to conditionally provide for the issuance of revenue bonds in an amount not to exceed \$15 million to finance the development of Mission Bay Apartments, a multifamily rental housing development to be located at 1056 Weldon Lane in the unincorporated area of Bay Point (APN 098-240-060-8), as recommended by the Director of Conservation and Development.

FISCAL IMPACT:

None. In the event that the bonds are issued, the County is reimbursed for costs incurred in the issuance process. Annual expenses for monitoring of Regulatory Agreement provisions are accommodated in the bond issue. The bonds will be solely secured by revenues (e.g. rents, reserves, etc.) pledged under the bond documents. No County funds are pledged to secure the bonds.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Kristen Lackey (925)
674-7888

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

By: , Deputy

cc:

BACKGROUND:

Contra Costa County, through the Department of Conservation and Development, operates a multifamily mortgage revenue bond financing program. The purpose of the program is to increase or preserve the supply of affordable rental housing available to lower income households. The County program may be undertaken within the unincorporated County and within the cities.

KDF Communities has requested to participate in the County's multifamily mortgage revenue bond financing program. They propose to acquire and rehabilitate Mission Bay Apartments, a 120-unit multifamily rental housing project located at 1056 Weldon Lane in the unincorporated area of Bay Point. The proposed development meets the eligibility criteria for bond financing, and the proposed plan of finance appears to be consistent with County policy for this program. The prospective owner of the project will be Mission Bay 1056, LP, a limited partnership between KDF Communities, or one of its affiliates, as managing general partner, and a to-be-named tax credit investor as a limited partner. A description of the project can be found in Exhibit A.

A requirement of federal tax law is that the prospective financing be subject to a conditional statement of intent to issue bonds; therefore, an inducement resolution must be adopted by the Board of Supervisors. The inducement action does not obligate the County or the owner. Future discretionary action of the Board of Supervisors would be necessary before bonds could be issued.

CONSEQUENCE OF NEGATIVE ACTION:

Without the Inducement Resolution, Mission Bay 1056, LP will not be able to commence with the process of applying to the California Debt Limit Allocation Committee for an allocation of multifamily mortgage revenue bond authority through the County in an amount not to exceed \$15 million.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Resolution No. 2015/297

Exhibit A Mission Bay Inducement

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

Adopted this Resolution on 08/18/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2015/297

RESOLUTION OF THE COUNTY OF CONTRA COSTA CONDITIONALLY PROVIDING FOR THE ISSUANCE OF REVENUE BONDS TO FINANCE THE DEVELOPMENT OF MULTI-FAMILY HOUSING DEVELOPMENTS

WHEREAS, the County of Contra Costa (the "County") is a legal subdivision and body corporate and politic of the State of California, duly organized and existing under the Constitution and laws of the State of California; and
WHEREAS, the Board of Supervisors of the County, after careful study and consideration, has determined that there is a shortage of safe and sanitary housing within the County, and that it is in the best interest of the residents of the County and in furtherance of the health, safety and welfare of the public for the County to assist in the financing of housing developments; and

WHEREAS, pursuant to Division 31 of the Health and Safety Code of the State of California, and particularly Chapter 7 of Part 5 thereof (the "Act"), the County is empowered to issue and sell bonds for the purpose of making mortgage loans or otherwise providing funds to finance the development of multi-family rental housing, including units for lower-income households and very-low income households; and

WHEREAS, the Board of Supervisors has now determined to provide financing for the multi-family developments identified in Exhibit A hereto (the "Developments"), and in order to finance the Developments the County intends to issue, at one time or from time to time, revenue bonds pursuant to the Act;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Contra Costa as follows:

1. The Board of Supervisors hereby determines that it is necessary and desirable to provide construction and permanent financing for the Developments pursuant to the Act or other appropriate authority, by the issuance of Mortgage Revenue Bonds (the "Bonds"), in an aggregate principal amount not to exceed the amounts set forth in Exhibit A, subject to the conditions that with respect to any development to be financed, (i) the County by resolution shall have first agreed to acceptable terms and conditions for the bonds (and for the sale and delivery thereof), and for an indenture and all other agreements with respect to any of the foregoing; (ii) all requisite governmental approvals shall have first been obtained; (iii) the bonds shall be payable solely from revenues received with respect to loans or other investments made with the proceeds of such bonds, and neither the full faith nor the credit of the County shall be pledged to the payment of the principal of, or interest on any such bond; (iv) the County and the respective developer/initial owner thereof identified on Exhibit A hereto, or any partnership, corporation or other entity to be formed by such developer/initial owner or by any principal thereof, or any successor to the interests thereof approved by the County (in any such case, the "Owner"), shall have entered into a preliminary agreement (in the form of the California Debt Limit Allocation Committee (CDLAC) application) concerning the financing, in substantially the form on file with the Community Development Bond Program Manager, with such additions or deletions as are considered necessary or appropriate by the Community Development Bond Program Manager, and the Owner, and the Chair of the Board, the County Administrator, the Director of Conservation and Development, and the Community Development Bond Program manager are hereby authorized to execute said preliminary agreement for in the name and on behalf of the County;(v) any occupancy and other requirements of the Internal Revenue Code of 1986, as amended (the "Code") are satisfied with respect to bonds, the interest on which is intended to be excluded from gross income for federal tax purposes; (vi) any occupancy and other requirements of the Act are satisfied; and (vii) any occupancy and other requirements of the County applicable to such financing are satisfied.

2. The Chair of the Board of Supervisors, the County Administrator and ex-officio Clerk of the Board, the County Director of Conservation and Development, the Community Development Bond Program Manager, County Counsel and their deputies and other officers of the County are hereby authorized and directed to take whatever further action consistent with this resolution may be deemed reasonable and desirable, including participating in the preparation of any resolution, indenture, bond purchase agreement, official statement and/or other documents or agreements necessary or appropriate to effect such financing, and any actions necessary to obtain an allocation of the volume cap for the State of California to the extent required by the Code for the issuance of bonds, the interest on which is intended to be excluded from gross income for federal tax purposes.

3. It is the purpose and intent of the County that this Resolution constitute official action toward the issuance of obligations by the County to finance the Developments in accordance with Section 1.150-2 of the Regulations of the United States Department of the Treasury, or any successor regulation promulgated under the Code. The County hereby declares its official intent to use proceeds of the Bonds to reimburse the Owner for certain expenditures made prior to the issuance of the Bonds.

4. This Resolution shall take effect immediately upon its passage and adoption.

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

Contact: Kristen Lackey (925) 674-7888

ATTESTED: August 18, 2015

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

By: , Deputy

cc:

Exhibit A

- Name of Development: Mission Bay Apartments
- Maximum Amount of Bond Issue: \$15,000,000
- Location of Project: 1056 Weldon Lane, Bay Point, CA
(APN 098-240-060-8)
- Number of Units: 120
- Name of Developer/Initial Owner: Mission Bay 1056, LP



Contra
Costa
County

To: Board of Supervisors
From: INTERNAL OPERATIONS COMMITTEE
Date: August 18, 2015

Subject: RESTRUCTURING OF THE BEHAVIORAL HEALTH DIVISION'S CONSOLIDATED PLANNING AND ADVISORY WORKGROUP (CPAW)

RECOMMENDATION(S):

1. AFFIRM that the primary role of the Behavioral Health Division's Consolidated Planning and Advisory Workgroup (CPAW) is to assist Contra Costa Behavioral Health Services (CCBHS) in complying with statutory and regulatory requirements by (1) advising and assisting the CCBHS Director to obtain inclusive and diverse stakeholder participation in the Community Program Planning Process, (2) providing input on priority needs that affect the entire public mental health system, and (3) recommending strategies to meet these needs (California Code of Regulations 9 CA ADC Sections 3300 and 3200.070).
2. AFFIRM that the CPAW's role does not include making funding decisions or recommendations.
3. AFFIRM that the County's Better Government Ordinance applies to the CPAW and that the CPAW shall observe the open meeting, agenda, public noticing, and other requirements of the Ordinance.
4. REQUEST that the CPAW membership be increased and reconstituted from the current 25 members to 31 members as shown in Table 1, "REVISED CPAW CONFIGURATION".
5. REQUEST the CCBHS Director to conduct outreach to encourage more participation of people of Hispanic and African American descent or of any other group that is underrepresented on the CPAW.
6. ENDORSE the CCBHS Director's operating principles and plan for CPAW.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Julie DiMaggio Enea
925.335.1077

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

>

FISCAL IMPACT:

Additional staff time will be necessary to conduct training, set up procedures, and maintain compliance with the County's Better Government Ordinance.

BACKGROUND:

In January 2015, the Board of Supervisors referred to the Internal Operations Committee (IOC) a review of the roles of the Mental Health Commission and the Consolidated Planning Advisory Workgroup (CPAW) with respect to making recommendations, reviewing and monitoring the Mental Health Services Act (MHSA) budget, and to examine any potential conflicts of interest for the members of CPAW who are contractors receiving funding through the MHSA budget.

Welfare and Institutions Code Section 5898 states that each Mental Health Services Act (MHSA) Three Year Program and Expenditure Plan and annual Plan Update is to be developed in partnership with stakeholders to:

1. Identify community issues related to mental illness resulting from lack of community services and supports, including any issues identified during the implementation of the Mental Health Services Act.
2. Analyze the mental health needs in the community.
3. Identify and re-evaluate priorities and strategies to meet those mental health needs.

California Code of Regulations Title 9, Division 1 section 3200.270 defines stakeholders as individuals or entities with an interest in mental health services in the State of California, including but not limited to: individuals with serious mental illness and/or serious emotional disturbance and/or their families; providers of mental health and/or related services such as physical health care and/or social services; educators and/or representatives of education; representatives of law enforcement and any other organization that represents the interests of individuals with serious mental illness and/or serious emotional disturbance and/or their families.

In order to comply with the above statute and regulation, Contra Costa County Behavioral Health Services (CCBHS) commissioned in 2009 the CPAW, to assist and advise the Behavioral Health Services Director in implementing the required community program planning process that is part of development of the MHSA Three Year Program Plan and annual Plan Update. The Membership Committee of CPAW accepts and reviews applications from the public, and makes recommendations to the Behavioral Health Services Director for appointment to CPAW. The Membership Committee also analyzes stakeholder characteristics and affiliations, and assists in recruitment of individuals from stakeholder groups who are underrepresented.

In 2011, Contra Costa Mental Health (now part of Behavioral Health Services) reported to the IOC on: 1) the status of its compliance with statute and regulations pertaining to MHSA stakeholder participation, 2) a plan to ensure broad representation, 3) the necessity of service providers to be involved, and 4) the requirements for CPAW members to declare any potential conflict of interest, and to refrain from being involved in any decision-making or recommendations that might present a conflict of interest to them and/or their agency.

In 2012, the Office of the County Counsel provided a legal opinion for all County Boards, Commissions and their Administrative Officers and Secretaries pertaining to compliance with selected Brown Act and Better Government Ordinance provisions. The Mental Health Commission is subject to the provisions of the Brown Act, while CPAW is not. However, County Counsel stated that County bodies that are not subject to the Brown Act nevertheless must comply with comparable provisions under the Better Government Ordinance. CPAW has been operating under the intent of the Brown Act by holding all meetings open for public attendance and participation, and by publicly advertising and providing advance notice for meetings at fixed times and places.

In 2013, CPAW revisited its governance and membership provisions in order to more closely align its role as an advisory body for ensuring representative stakeholder input regarding priority mental health needs, strategies to meet those needs, and active ongoing participation in the MHSA-prescribed community program planning

process. It was clarified that CPAW’s role does not include providing funding recommendations to the Behavioral Health Services Director or approval authority for MHSA programs, plan elements, categories, components or the MHSA budget in total. CPAW does not make recommendations on contract awards. A revised working agreement stipulates that any individual, whether a CPAW member or not, must identify to the group any perspective, affiliation or potential conflict of interest in discussions that lead to group positions or recommendations. All current members completed a revised membership application that updated their characteristics and affiliations. Analysis of these applications indicate that over 50% of CPAW members identify as consumers and/or family members, with five of the 22 members employed by a County contract provider, three employed by Contra Costa County, two serving on the NAMI board, and four serving on the Mental Health Commission (including the current chairperson).

In 2014, the MHSA Three Year Program and Expenditure Plan included a new chapter, entitled Evaluating the Plan. In partnership with the Mental Health Commission’s MHSA/Finance Committee, staff developed and implemented a comprehensive program and fiscal review process of each MHSA funded program and plan element in order to evaluate the effective use of funds provided by the MHSA. In addition, a monthly Finance Report was developed and generated to depict funds budgeted versus spent for each program and plan element. This enables fiscal transparency and accountability, as well as provides information with which to engage in sound planning. The results of both program reviews and monthly Finance Reports are shared with both CPAW in its planning and evaluation advisory role to the Behavioral Health Services Director, and the Mental Health Commission in its monitoring role to the Board of Supervisors. Neither entity recommends or approves MHSA budgets, as this is the purview of the County and the Board of Supervisors.

Given the preceding, the IOC had asked for a review of the County’s process for recommendation, review, and monitoring of the MHSA budget, the roles of the CPAW and the Mental Health Commission in this process, and the protocol for identification and mitigation of any potential financial conflicts of interests by individuals who serve on either body. The Health Services Department reported to the IOC on this referral on March 9, 2015 at which time, after substantial discussion and public comment, the IOC requested staff to report back in 60 days with its findings and recommendations for alternate stakeholder body models. The CCBHS Director indicated that she was open to reconstituting CPAW and reviewing other models; and that it was an opportune time to make other kinds of changes to improve how CPAW functions. The Internal Operations Committee requested the CCBHS Director to provide recommendations regarding the role, governance and structure of the CPAW. Input was invited and considered from CPAW, the Mental Health Commission, and NAMI – Contra Costa. In addition, analysis was conducted of other counties of similar size as to how they addressed the statutory and regulatory requirements for active stakeholder participation in planning, evaluation and oversight of the public mental health system.

CCBHS Director's Operating Principles and Plan for CPAW

CCBHS reported back to the IOC on July 27, 2015 and made recommendations regarding CPAW governance, membership, attendance, structure, and staffing. The IOC agrees with these operating plans and principles, except that we have suggested the following changes to the membership configuration:

Table 1: REVISED CPAW CONFIGURATION

<u>Seat Designation</u>	<u>Current Configuration</u>	<u>Recommended Configuration</u>
<i>Alcohol & Other Drug</i>	0	1
<i>CBO Service Provider</i>	3	3
<i>CCBHS Service Provider</i>	1	1
<i>Consumer</i>	6	6
<i>Criminal Justice</i>	1	1
<i>Education</i>	1	1
<i>Faith Based Leadership</i>	1	1
<i>Family Member</i>	6	6

<i>Family Partner - Juvenile</i>	1	1
<i>Family Partner-Adult</i>	0	1
<i>Homeless Programs</i>	0	1
<i>Mental Health Commission</i>	0	2
<i>Peer Provider - CCBHS</i>	2	2
<i>Underserved Population</i>	3	3
<i>Veterans Services</i>	<u>0</u>	<u>1</u>
Total:	25	31

Governance. It is recommended that CPAW meet on a monthly basis in order to build an ongoing stakeholder body of expertise in the MHSA and its components, values and provisions. Business is to be conducted under provisions of the County's Better Government Ordinance, with an emphasis on open and inviting forums for all stakeholders in the community to come and participate. **Attachment 1** represents a set of self-governance agreements that the current CPAW membership has developed and adopted for all CPAW sponsored meetings. This agreement addresses potential conflict of interest issues, and protocol for when group positions are taken. Minutes will be taken of each meeting and transmitted to the CCBHS Director, as well as posted online with accompanying handouts. These minutes will depict summaries of agenda items, discussions and any group positions taken. The results of Community Program Planning Processes will be included as part of the MHSA Three Year Program and Expenditure Plan and yearly Plan Updates.

Membership. All stakeholders are invited to attend and participate in CPAW sponsored meetings. In order to ensure compliance with WIC Section 5848(a) the CCBHS Director will seek and appoint individuals for three to five year terms who can constructively represent in a meaningful way stakeholders, as defined by statute and regulations, who participate in the public mental health system as either receivers of care, provide support to the provision of care, or providers of care. Special emphasis will be placed on appointment of individuals whose characteristics and affiliations are underrepresented. Applications for membership will be accepted on a continuous basis, and current CPAW members may be asked to assist in vetting an applicant for identification of all characteristics and affiliations that may influence their participation. **Attachment 2** provides a matrix of all of the self-reported characteristics and affiliations of individuals who were CPAW members as of May 2014.

Attendance. Appointed members who miss a third or more of meetings in a year's time will be considered for relinquishment of their appointment. This will enable an appointment of an individual who can more actively represent said affiliation. In addition, members will be expected to participate in at least one additional stakeholder body supported by CCBHS, whether CPAW-sponsored or not, and will share information from these meetings with CPAW membership.

Structure. Until now, subcommittees and ongoing workgroups under the auspices of CPAW have included Membership, Steering, Innovation, Systems of Care, Children's, Transition Age Youth, Adults (not currently active), Older Adults, Housing and Social Inclusion. These bodies have been issue-specific, open to any and all interested stakeholders, and do not designate specific individuals for membership. Representatives from CPAW and the Mental Health Commission attend these meetings.

Membership. Membership will be a CPAW workgroup, and will meet on an as needed basis to assist in, 1) vetting an applicant for CPAW membership for identification of all characteristics and affiliations that may influence their participation, and 2) making a recommendation to the CCBHS Director for membership to CPAW. Participation in this process is open to all CPAW members, with the public invited to attend and comment.

Steering. Steering will be a CPAW workgroup, and will normally meet two weeks before the monthly CPAW meeting to, 1) construct the CPAW meeting agenda, and 2) consider any issues delegated to them from CPAW meetings. Participation in this process is open to all CPAW members,

with the public invited to attend and comment.

Innovation. Innovation will be a CPAW workgroup, and will meet monthly to, 1) receive, vet and recommend Innovative Concepts to the Behavioral Health Services Director for development into a proposal, 2) assist in developing an approved Innovative Concept to an Innovative Project proposal for Mental Health Services Oversight and Accountability Commission (MHSAOAC) consideration and approval as per WIC Section 5830, and 3) provide oversight and input to MHSAOAC approved Innovative Projects. Participation in this process is open to all CPAW members, with the public invited to attend and comment. It is recommended that CPAW members wishing to participate in the deliberations associated with Innovative Project concepts or proposals commit to participation in the entirety of each Innovative Project consideration process in order to enable this workgroup to develop efficient consistency and continuity of effort, from Innovative Concept consideration through Project approval and implementation.

Systems of Care. System of Care will be a CPAW workgroup, and will meet monthly to enable stakeholder input on MHSA funded programs and plan elements that are in development or change. Examples have included staffing the newly built Miller Wellness Center, implementation of the Electronic Mental Health Record System, and developing a common data reporting system for MHSA funded Innovation and Prevention and Intervention programs in response to pending new regulations. CPAW will delegate to this workgroup issues for stakeholder participation. Participation in this workgroup is open to all interested stakeholders, whether CPAW members or not.

County MHSA funded personnel will provide ongoing staff and administrative support to CPAW meetings, and the above four CPAW sponsored workgroups. This includes, 1) ongoing communication with CPAW members, 2) posting developed agendas and attachments, 3) reserving rooms, setting up and arranging for audio-visual support, 4) responding to reasonable accommodation requests, such as gift cards, 5) producing agreed upon documents, such as agenda readiness forms, minutes, staff analyses and position papers, and 6) facilitating communication and problem solving between stakeholders and the CCBHS Director, Deputy Director, chiefs and managers, as appropriate.

For the remaining stakeholder bodies it is recommended that respective Behavioral Health Services managers assume sponsorship by appointing personnel within their supervision to perform the staff support and administrative duties that are listed above. These stakeholder bodies will include Children's, Transition Age Youth, Adults and Older Adults, Housing, and Social Inclusion. Issues for participation will be mutually agreed upon and topical to the entire Behavioral Health Services System; not just issues where MHSA funding is involved.

ATTACHMENTS

Attachment 1_CPAW Operating Protocols

Attachment 2_CPAW Self-Report Stakeholder Affiliations

Consolidated Planning Advisory Workgroup (CPAW)

Working Agreement

The counsel and advice of all participants in the CPAW process is highly valued in planning and evaluating Mental Health Services Act funded programs and services. In order for all voices to be expressed in a productive, safe and respectful environment, the CPAW body has developed and adopted the following set of self-governance agreements for all participants at all types of CPAW meetings:

1. Come prepared to discuss the published agenda items and handouts.
2. We are committed to starting and finishing on time. Please help us by arriving on time, speaking only to the topic at hand, and coming back from breaks on time.
3. Turn your cell phone ringers off; take any calls outside.
4. Avoid providing any distractions, such as side bar conversations.
5. Wait to be recognized before speaking, and keep your comments brief.
6. Please identify to the group your perspective, affiliation or potential conflict of interest if you are participating in discussions that lead to group positions or recommendations.
7. When internal group decisions need to be made, such as CPAW or sub-committee governance issues, members will attempt to reach consensus, or, if necessary, decide by a simple majority. For a group position or recommendation made through CPAW to Contra Costa Behavioral Health Services, participants may be asked if they support, do not support, or do not wish to take a position. The number of CPAW members and non-members in each response category should be reported.
8. It is OK to disagree politely and respectfully, as different perspectives are welcomed and encouraged.
9. Please refrain from criticizing in a negative manner a specific person or agency during the meeting, or in group communications. Outside of the meeting please speak to the staff supporting the meeting for assistance in having your concerns heard and addressed through the appropriate channels.
10. An individual may be asked to leave should he/she behave in a manner that threatens the safety of our group members, or does not honor the terms of this working agreement.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 18, 2015

Subject: Disposal of Surplus Property

RECOMMENDATION(S):

DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Section 1108-2.212 of the County Ordinance Code authorizes the Purchasing Agent to dispose of any personal property belonging to Contra Costa County and found by the Board of Supervisors not to be required for public use. The property for disposal is either obsolete, worn out, beyond economical repair, or damaged beyond repair.

CONSEQUENCE OF NEGATIVE ACTION:

Public Works would not be able to dispose of surplus vehicles and equipment.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Sue Mathos,
925-313-2127

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

By: , Deputy

cc:

ATTACHMENTS

Surplus Vehicles and
Equip

ATTACHMENT TO BOARD ORDER August 18, 2015

Department	Description/Unit/Make/Model	Serial No.	Condition A. Obsolete B. Worn Out C. Beyond economical repair D. Damaged beyond repair
PUBLIC WORKS	2010 TOYOTA CAMRY HYB. #1217 (68045 Miles)	4T1BB3EK5AU123409	D. DAMAGED BEYOND REPAIR
SHERIFF	2010 FORD CROWN VIC #2004 (97885 Miles)	2FABP7BV6AX115412	B. WORN OUT
SHERIFF	2011 FORD CROWN VIC #2039 (110478 Miles)	2FABP7BV1BX120700	B. WORN OUT
SHERIFF	2008 FORD EXPLORER #3689 (87733 Miles)	1FMEU73E48UA03395	B. WORN OUT
SHERIFF	2009 TOYOTA PRIUS HYB. #1102 (110399 Miles)	JTDKB20U197862875	B. WORN OUT
EHS/COMM SERVICES	1997 FORD TAURUS #0652 (80610 Miles)	1FALP52U3VG217553	B. WORN OUT
DISTRICT ATTORNEY	2011 FORD TAURUS #1023 (85638 Miles)	1FAHP2DW4BG147415	B. WORN OUT
EHS/COMM SERVICES	2000 CHEVROLET MALIBU #0430 (85298 Miles)	1G1ND52J6Y6251281	B. WORN OUT
DISTRICT ATTORNEY	2005 FORD TAURUS #0745 (97845 Miles)	1FAFP53U75A207221	B. WORN OUT
PUBLIC DEFENDER	2009 TOYOTA PRIUS HYB. #1116 (101749 Miles)	JTDKB20U497862482	B. WORN OUT
PUBLIC DEFENDER	2009 TOYOTA PRIUS HYB. #1117 (95000 Miles)	JTDKB20U497865110	B. WORN OUT
DISTRICT ATTORNEY	2008 DODGE CHARGER #1953 (109969 Miles)	2B3LA43H08H232965	B. WORN OUT
SHERIFF	2008 FORD CROWN VIC #2816 (119097 Miles)	2FAFP71VX8X141260	B. WORN OUT
SHERIFF	1999 FORD CROWN VIC #2926 (49454 Miles)	2FAFP71W1XX157068	C. BEYOND ECONOMICAL REPAIR
PROBATION	2002 TOYOTA PRIUS HYB. #0227 (49633 Miles)	JT2BK12U320058947	B. WORN OUT
FIRE PROTECTION DISTRICT	2002 FORD F-150 #292 (139423 Miles)	1FTRW08622KC65959	B. WORN OUT
FIRE PROTECTION DISTRICT	2001 FORD F-150 #213 (148547 Miles)	1FTRX17W21NB31843	B. WORN OUT
FIRE PROTECTION DISTRICT	2001 FORD F-150 #210 (140869 Miles)	1FTRX18W11NB31847	B. WORN OUT
FIRE PROTECTION DISTRICT	1999 FORD ESCORT #298 (33671 Miles)	1FAFP10P9XW202955	B. WORN OUT
FIRE PROTECTION DISTRICT	1999 FORD ESCORT #295 (43954 Miles)	1FAFP10P1XW153668	B. WORN OUT
FIRE PROTECTION DISTRICT	2004 HONDA CIVIC HYB. #224 (114037 Miles)	JHMES96644S004416	B. WORN OUT
FIRE PROTECTION DISTRICT	2002 FORD TAURUS #209 (71055 Miles)	1FAFP53U62G199282	B. WORN OUT
FIRE PROTECTION DISTRICT	2003 FORD TAURUS #293 (47238 Miles)	1FAFP53493G139286	B. WORN OUT
FIRE PROTECTION DISTRICT	2003 FORD TAURUS #231 (91192 Miles)	1FAFP53U43G205307	B. WORN OUT
FIRE PROTECTION DISTRICT	2003 FORD TAURUS #221 (69061 Miles)	1FAFP53403G205305	B. WORN OUT
FIRE PROTECTION DISTRICT	2001 FORD TAURUS #214 (80897 Miles)	1FAFP52201A262880	B. WORN OUT
FIRE PROTECTION DISTRICT	2006 FORD RANGER #205 (84161 Miles)	1FTYR15E35PA94358	B. WORN OUT
FIRE PROTECTION DISTRICT	2001 FORD F-150 #207 (176222 Miles)	1FTRX17W41NB31844	B. WORN OUT
FIRE PROTECTION DISTRICT	2001 FORD F-150 #208 (120373 Miles)	1FTRX17W81NB31846	B. WORN OUT



Contra
Costa
County

To: Board of Supervisors
From: FAMILY & HUMAN SERVICES COMMITTEE
Date: August 18, 2015

Subject: Stand Down on the Delta

RECOMMENDATION(S):

ENDORSE and SUPPORT the Stand Down on the Delta to be held September 11 through September 14, 2015 at the Contra Costa County Fairgrounds in Antioch, as recommended by the Family and Human Services Committee.

FISCAL IMPACT:

No fiscal impact from the recommended action.

BACKGROUND:

Please see the attached letter from the Veteran Service Officer.

The Board of Supervisors referred to the Family and Human Services Committee the East Bay Stand Down for Homeless Veterans on November 6, 2001. The Stand Down occurs bi-annually on even numbered years, so the Family and Human Services Committee considers the report from the Veteran Services Office only every two years. This year, in addition to the bi-annual East Bay Stand Down for Homeless Veterans, there will be a new stand down - Stand Down on the Delta - which will occur at the Contra Costa County Fairgrounds in Antioch.

This year the Stand Down will be held at the Contra Costa County Fairgrounds in Antioch.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Dorothy Sansoe,
925-335-1009

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Stand Down on the Delta will not receive the support of the Board.

ATTACHMENTS

Memo from Veterans Service Officer

Contra Costa County Veterans Service Office

- ❑ 10 Douglas Drive, #100
Martinez, CA 94553-4078
(925) 313-1481 FAX (925) 313-1490
- ❑ 100 - 37th Street, #1033
Richmond, CA 94805-2179
(510) 374-3241 FAX (510) 374-7955



- ❑ 3361 Walnut Blvd, #140
Brentwood, CA 94513
(925) 313-1481 FAX (925) 313-1490
- ❑ 400 Hartz Avenue, #208
Danville, CA 94526
(925) 313-1481 FAX (925) 313-1490

July 20, 2015

Supervisor Federal D. Glover, Chair
Supervisor Candace Andersen, Vice Chair
Family and Human Services Committee

Stand Down on the Delta for Homeless Veterans

Background: The Stand Down on the Delta is an extraordinary event serving 400 homeless Veterans and their families from the San Francisco Bay Area. They have an opportunity to receive invaluable and diverse services and care in a safe, secure environment. The goal is to assist homeless veterans to end the cycle of homelessness by bringing into one location transitional housing opportunity, medical/dental care, legal services, benefits counseling, food, clothing, entertainment and many other services. Most important, our participants receive this care in a respectful manner and we let them know they are not forgotten. This event is supported by hundreds of dedicated community and military volunteers.

Recommendation: The Board of Supervisors endorses and supports the Stand Down on the Delta to be held September 11 through 14, 2015 at the Contra Costa County Fairgrounds, Antioch, CA.

As a volunteer and member of the Executive Board for Stand Down on the Delta, I am pleased to present the opportunity to discuss an event that has a strong positive effect on our community.

J.R. Wilson, Board Chairman, is with us today and would like to make a few comments.

Thank you for your support on this worthy endeavor!

Nathan D. Johnson
County Veterans Service Officer



Contra
Costa
County

To: Board of Supervisors
From: Jason Crapo, County Building Official
Date: August 18, 2015

Subject: Community Choice Aggregation

RECOMMENDATION(S):

REFER the topic of Community Choice Aggregation to the Internal Operations Committee, as recommended by the Conservation and Development Director.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

BACKGROUND:

Community Choice Aggregation (CCA) is the practice of aggregating consumer electricity demand for purposes of procuring energy. The most common reason for a community to pursue CCA is to promote electricity generation from renewable energy sources. In the form of CCA authorized by California state law, the existing energy utility remains responsible for power transmission and distribution.

CCA agencies exist in several states, including Illinois, Massachusetts, Ohio and California. CCA in California was authorized by AB 117 in 2002, which allows cities and counties to become electricity providers, or form a Joint Powers Authority (JPA) for this purpose. AB 117 does not give this authority to any public agencies other than cities and counties.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

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

Contact: Jason Crapo,

By: , Deputy

cc:

BACKGROUND: (CONT'D)

CCA agencies are subject to regulation by the California Public Utilities Commission (CPUC), and require certification by the CPUC.

In 2010, Marin Clean Energy became the first CCA agency certified in California. Sonoma Clean Power was the second, in 2014. Both Marin Clean Energy and Sonoma Clean Power are JPA's comprised of the host county and various cities. During 2013 and 2014, the cities of Richmond, San Pablo and El Cerrito took actions to join Marin Clean Energy.

A significant number of cities and counties in California are currently in the process of implementing or studying the formation of CCA agencies, including the counties of Alameda, Santa Clara, San Mateo, Santa Barbara, San Diego, Los Angeles and the City and County of San Francisco. San Francisco has received certification of its CCA Implementation Plan from the CPUC.

Formation of a CCA agency that includes Contra Costa County may involve the creation of a JPA between the County and other counties and/or cities that are interested in participating. Under such a scenario, the CCA agency would be a separate entity from the County, with an independent governing board.

Implementation of a CCA agency within Contra Costa County would require a technical feasibility study to identify the projected customer base for the CCA agency, and the projected electricity rates for CCA customers. Other implementation steps would include consultation with other jurisdictions concerning the possible formation of a CCA JPA, submission of an Implementation Plan and other required filings to the CPUC, negotiation and execution of a joint powers agreement among participating jurisdictions, appointment of a CCA Board of Directors, and hiring of JPA staff.

The purpose of the referral is study the CCA concept further, explore merits and disadvantages and return to the full Board with background information and a recommendation. If the Board subsequently made a decision to seek to initiate CCA for the County, next steps would involve assignment of County staff to support the start-up effort and establishment of a budget to fund staffing, consulting and legal expenses necessary for implementation.

CONSEQUENCE OF NEGATIVE ACTION:

If the recommended action is not approved, the Internal Operations Committee will not be able to consider this subject.

CHILDREN'S IMPACT STATEMENT:

N/A.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 18, 2015

Subject: Unpaid Student Training Agreement #22-175-11 with Samuel Merritt University

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Unpaid Student Training Agreement #22-175-11 with Samuel Merritt University, an educational institution, to provide supervised field instruction in County's Public Health Division to nursing students, from October 1, 2015 through September 30, 2018.

FISCAL IMPACT:

None

BACKGROUND:

The purpose of this agreement is to provide Samuel Merritt 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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: DAN PEDDYCORD,
M.D., 313-6712

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

By: , Deputy

cc: D Morgan, N Rios

BACKGROUND: (CONT'D)

the students' services to patients.

On March 19, 2013, the Board of Supervisors approved Contract #22-175-10 with Samuel Merritt University, for the period from October 1, 2012 through September 30, 2015 for the provision of supervised fieldwork instruction experience with Health Services.

Approval of Unpaid Student Training Agreement #22-175-11 will allow Samuel Merritt College nursing students to receive supervised fieldwork instruction experience, in County's Public Health Division, through September 30, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the students will not receive supervised fieldwork instruction experience in 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: August 18, 2015

Subject: Approve New and Recredentialing Providers and Recredentialing Organizational Providers in Contra Costa Health Plan's Community Provider Network

RECOMMENDATION(S):

Approve the list of providers recommended by the Medical Director and by the Contra Costa Health Plan's Peer Review and Credentialing Committee (Ad Hoc) on July 29, 2015, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

FISCAL IMPACT:

Not Applicable.

BACKGROUND:

The National Committee on Quality Assurance (NCQA) has requested evidence of Board Approval for each CCHP provider be contained within the provider's credentials file. The recommendations were made by CCHP's Peer Review and Credentialing Committee.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Contra Costa Health Plan's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Patricia Tanquary
313-6004

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

By: , Deputy

cc: T Scott, N Rios, Heather Wong, Terri Leider

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

ATTACHMENTS

cchpcredential doc

Contra Costa Health Plan
Providers Approved by Medical Director
July 29, 2015

CREDENTIALING PROVIDERS JULY 2015	
Name	Specialty
Aboul-Fetouh, Yasser, BCBA	Behavior Analysis
Beeckman, Jennifer, NP	Primary Care Family Medicine
Brown, Heather, BCBA	Behavior Analysis
Chennupati, Sravana, M.D.	Radiation Oncology
Chew, Alison, BCBA	Behavior Analysis
Clark, Stephanie, OD	Optometry
Ditter, Susan, M.D.	Psychiatry
Frick, Anna, M.D.	Urogynecology & Pelvic Reconstructive Surgery
Halloran, Jasmine, PA	Mid-Level Urgent Care
Higa, Lisa, M.D.	Gastroenterology
Jones, Anna, NP	Primary Care Family Medicine
Jung, Jesse, M.D.	Ophthalmology
Keough, Emily, BCBA	Infectious Disease
Khonsari, Hamidreza, M.D.	Primary Care Family Medicine
Lee, Meng, OD	Optometry
Nimon, Elena, PA	Mid-Level Dermatology
Parks, Natalie, Ph.D., BCBA-D	Mental Health Services - Behavior Analysis
Perlas, Jane, NP	Primary Care Family Medicine
Purvis, Hailey, BCBA	Behavior Analysis
Rajendren, Meena, M.D.	Psychiatry
Rogers, Rebecca, NP	Primary Care Family Medicine
Salmo, Samer, M.D.	Psychiatry
Shao Jones, Stephanie, OD	Optometry
Spataru, Oana, M.D.	Neurology
Suzuki, Fumi, M.D.	Primary Care Family Medicine
Turrini, Corinne, BCBA	Behavior Analysis
Wolff, Brian, OD	Optometry
Woodside, Marian, BCBA	Behavior Analysis
Wyrobek, Sonya, CNM	Midwife
Yang, Xiao, M.D..	Primary Care Internal Medicine

RE-CREDENTIALING PROVIDERS JULY 2015	
Name	Specialty
Barsten-Pascualy, Julie, PA	Mid-Level Obstetrics & Gynecology
Brandeis, Judson, M.D.	Urology
Cipolla, Gail, NP	Mid-Level Family Planning
Cohen, Aaron, DDS	Endodontics
Danko, Angela, NP	Mid-Level Pain Management
Fanucchi, Joanne, L.Ac.	Acupuncture
Fernandes, Robin, NP	Mid-Level Hematology & Medical Oncology
Helms, Ileana, M.D.	Nephrology
Hwang, Ivan, M.D.	Ophthalmology
Joseph, Michal, Au.D.	Audiology
Lieb, Jeremy, M.D.	Urology
Livermore, Norman, III, M.D.	Surgery – Orthopaedic
Makedonsky, Michael, OD	Optometry
Marzioli, Joanne, MFT	Mental Health Services
Nagel, Charlotte, M.D.	Ophthalmology, Optometry
Raffetto, Katherine, NP	Mid-Level Family Planning
Ramirez, Veronica, NP	Mid-Level HIV/AIDS
Rios, Ena, LCSW	Mental Health Services
Roberts, Brandon, DC	Chiropractic Medicine
Rosenberg, Jacob, M.D.	Pain Management
Sklar, Abraham, M.D.	Family Planning
Stoddard, Fred, M.D.	Psychiatry
Sutton, Michael, OD	Optometry
Taylor, Stephen, M.D.	Urology
Vastine, David, M.D.	Ophthalmology
Waldman, Jeffrey, M.D.	Family Planning
Wang-Chen, Connie, OD	Optometry
Yang, Dan, M.D.	Psychiatry

RECREREDENTIALING ORGANIZATIONAL PROVIDERS JULY 2015		
Provider Name	Provide the Following Services	Location
DaVita – DVA Renal Healthcare, Inc. dba: Alameda County Dialysis	Dialysis	Oakland
DaVita – Llano Dialysis, LLC dba: Oakland Peritoneal Dialysis Center	Dialysis	Oakland
DaVita – Stewart Dialysis, LLC dba: Richmond Dialysis	Dialysis	Richmond
DaVita – Total Renal Care, Inc, dba: Hayward Dialysis Center	Dialysis	Hayward
DaVita – Total Renal Care, Inc. dba: Pleasanton Dialysis Center	Dialysis	Pleasanton
DaVita – Total Renal Care, Inc. dba: Union City Dialysis Center	Dialysis	Union City
DaVita – Walker Dialysis, LLC dba: Hayward Mission Hills Dialysis	Dialysis	Hayward

Providers Approved by Peer Review and Credentialing Committee (Ad Hoc)

July 29, 2015

RECREREDENTIALING PROVIDERS JULY 2015	
Name	Specialty
Aslan, Alex, M.D.	Gastroenterology
Burton, John, M.D.	Surgery – Orthopaedic
Chin, Jonathan, M.D.	Urology



Contra
Costa
County

To: Board of Supervisors
From: Russell Watts, Treasurer-Tax Collector
Date: August 18, 2015

Subject: DENY Petition to Rescind the Sale of a Tax-Defaulted Property

RECOMMENDATION(S):

DENY petition to rescind the sale of a tax-defaulted property filed on behalf of Jacqueline Y. Mau and Tien Lung Chen.

FISCAL IMPACT:

No negative financial impact on the County.

BACKGROUND:

The Tax Collector sold a tax-defaulted property, which is located in the Point Richmond neighborhood of the City of Richmond and identified by Assessor's Parcel Number 558-192-007 (the "Property"), at a public auction in February 2014. The deed for the Property was recorded on March 18, 2014. The Office of the County Counsel received a petition dated March 13, 2015 from an attorney who represents the purchasers of the Property seeking to rescind the sale because the purchasers were not aware that the Property was zoned as permanent open space. The petition also sought to rescind the sale of five other properties, but the purchasers are no longer seeking rescission according to the attorney who submitted the petition on their behalf.

Revenue and Taxation Code section 3731 authorizes the Board of Supervisors with the consent of County Counsel and the purchaser of a property sold

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Brice Bins, (925)
957-2888

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

at a public tax auction to rescind the sale if it is determined that the property should not have been sold. The purchasers' mistake concerning whether the Property could be developed does not meet the standard for rescission. Due to the absence of facts indicating that the Property should not have been sold, County Counsel has determined the remedy of rescission is unavailable in this matter.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to take the recommended action will hinder the Tax Collector in determining whether to distribute the excess proceeds from the tax sale of the Property.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 18, 2015

Subject: Response to Grand Jury Report No.1506 "Office of the Public Guardian"

RECOMMENDATION(S):

APPROVE the response to Grand Jury Report No. 1506, "Office of the Public Guardian" and DIRECT the Clerk of the Board to forward the response to the Superior Court no later than August 27, 2015.

FISCAL IMPACT:

No fiscal impact, this is an informational report.

BACKGROUND:

On May 27, 2015, the County received 2014-15 Civil Grand Jury Report No. 1506 entitled, "Office of the Public Guardian". The report was received by the Board of Supervisors and subsequently referred to the Health Services Department on the July 7, 2015 Board of Supervisors agenda (Item No. C.180) who prepared the attached response that specifies:

- Whether the respondent agrees or disagrees wholly or partially with each finding;
- If the respondent disagrees with a finding, a statement explaining the portion of the finding that is disputed and the reasons for the disagreement;
- Whether each recommendation has been implemented, has not been implemented, or requires further analysis; and
-

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Dorothy Sansoe,
925-335-1009

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

By: , Deputy

cc: Kathy Gallagher, Director of Employment and Human Services

BACKGROUND: (CONT'D)

If the recommendation requires further analysis, a statement explaining the scope and parameters of the analysis or study, and a time frame, not to exceed six months, for the matter to be prepared for discussion.

CONSEQUENCE OF NEGATIVE ACTION:

In order to comply with statutory requirements, the Board of Supervisors must provide a response to the Superior Court no later than August 27, 2015 (90 days after receipt). The Board must take action no later than the August 25, 2015 meeting in order to comply with the statutory deadline.

ATTACHMENTS

Response to Grand Jury Report No. 1506

**BOARD OF SUPERVISOR'S RESPONSE TO
GRAND JURY REPORT NO. 1506:
OFFICE OF THE PUBLIC GUARDIAN**

FINDINGS

1. The Omnibus Conservatorship and Guardianship Reform Act of 2006, which became effective on January 1, 2007, changed California laws pertaining to conservatorships and the offices of public guardians.

Response: Respondent agrees with this finding.

2. The policies and procedure manual of the Contra Costa County Public Guardian was written in 1987 with revisions in 1990, 1999, and 2005.

Response: Respondent agrees with this finding.

3. The policies and procedure manual of the Contra Costa County Public Guardian may not comply with the Omnibus Conservatorship and Guardianship Reform Act of 2006.

Response: Respondent agrees with this finding.

4. California Probate Code section 2920(a)(1) requires the Public Guardian to apply for appointment as guardian or conservator if there is an imminent threat to the person's health or safety of the person's estate.

Response: Respondent partially agrees with this finding. The Public Guardian investigates referrals that meet the court standards. Persons who do not lack capacity would not qualify under California Probate Code Section 2920 (a)(1), regardless of an imminent threat to personal safety or security to their estate.

5. Respondent's policy and practice of only accepting probate conservatorship referrals on behalf of those persons who are in, or going to be placed in a supervised living arrangement, may not comply with California law.

Response: Respondent agrees with this finding.

6. California Probate Code Section 2920(c) requires the Public Guardian to begin an investigation within two business days of receiving a referral alleging that a person's health is in imminent danger or that a person's estate is not safe.

Response: Respondent agrees with this finding. The Public Guardian initiates an investigation within two business days when a completed referral is received.

7. The Contra Costa County Public Guardian has no formal policy regarding the timeliness of initiating an investigation after receiving a referral alleging that a person's health is in imminent danger or that a person's estate is not safe.

Response: Respondent agrees with this finding.

8. The Contra Costa County Public Guardian has an informal policy of initiating an investigation within one week of receiving a referral alleging that a person's health is in imminent danger or there is imminent harm to a person's estate.

Response: Respondent will conform to CPC 2920(c) when there is a lack of capacity.

9. California Probate Code Section 2352.5(a) presumes that the personal residence at the time preceding the conservatorship is the least restrictive residence for the conservatee and requires a hearing prior to removing the conservatee from his/her person residence. (§32; Pro. Code 2352.5(a).)

Response: Respondent agrees with this finding.

10. The Contra Costa County Public Guardian has no policy concerning keeping a conservatee in his or her personal residence.

Response: Respondent partially agrees. Respondent has not written policy but adheres to Probate Code Section 2352.5(a).

11. The majority of deputy conservators in the Contra Costa County Public Guardian's Office are out of compliance with certification requirements mandated by California Law.

Response: Respondent agrees with this finding. Respondent acknowledges that the majority of our Deputy Conservators are not currently certified. There is an ongoing effort to have staff attend regional trainings and to get all deputies into compliance. Initial certification takes four years and four of our deputy conservators have not been employed for four years. Three others are certified (including the two managers), and the remaining six are out of compliance with varying amounts of credits.

12. The Contra Costa County Public Guardian's office may give higher priority to LPS conservatorships than probate conservatorships because of the availability of supplemental funding for LPS conservatees and the ability to place LPS conservatees in less expensive out-of-county facilities.

Response: Respondent disagrees with the finding. The Public Guardian's office gives equal effort and attention to both LPS and Probate referrals and cases; however, we agree that there is a lack of funding for our indigent Probate clients.

13. Due to poor communication between the Public Guardian and APS departments, the Public Guardian's Office has failed to timely and adequately convey information to APS that could affect potential conservatees.

Response: Respondent disagrees with the finding. The Public Guardian's office recognizes the communication challenges in the past between our office and Adult Protective Services. We are currently working quite closely with APS and jointly agree that communication has improved.

14. In some instances, deputy conservators visit a probate conservatee as infrequently as once a quarter.

Response: Respondent partial agrees with the finding. Respondent's current policies require a minimum of quarterly visits. However, the vast majority of conservatees are seen more often than quarterly. It is the Public Guardian's goal to see conservatees and their care givers monthly if possible, given caseload numbers, client acuity, and staffing availability.

15. The California Judicial Council's report on best practices recommends that a deputy conservator should visit a conservatee under his or her supervision monthly.

Response: Respondent agrees with this finding.

16. Contra Costa County's budget does not include a line item for funds for the Public Guardian to use to preserve a conservatee's personal and/or real property until the property has been sold.

Response: Respondent agrees with this finding.

17. At times, the Court grants the Public Guardian permission to use the conservatee's own assets to preserve a conservatee's personal and/or real property until the property has been sold.

Response: Respondent partially agrees with this finding. The Public Guardian's office adheres to California Rules of Court 7.1059. The Public Guardian must provide management of the conservatee's property, with the care of a prudent person dealing with someone else's property. Therefore, they are expected to use any available funds belonging to the conservatee to preserve the conservatee's property until it is sold. Although permission is needed from the Court to sell the conservatee's real property, they do not need permission to use their funds to preserve it.

RECOMMENDATIONS

1. The Contra Costa County Public Administrator should update its Public Guardian Policy and Procedures Manual to comply with California law and California Judicial Council's report on best practices by June 30, 2016.

Response: The recommendation will be implemented. Respondent recognizes that the Policies and Procedures of the Contra Costa Conservatorship and Public Guardian Office are not up to date. Policies and procedures will be updated by June 30, 2016 in conformance with the California Judicial Council's requirements.

2. To comply with California law, the Contra Costa County Public Guardian should accept all referrals for probate conservatees when there is an imminent threat to the person's health or the safety of the person's estate, regardless of whether the person is in or going to be placed in a supervised living arrangement.

Response: The recommendation will not be implemented because it is not reasonable. Respondent investigates referrals that meet court standards. Persons who do not lack capacity would not qualify under California Probate Code Section 2920 (a)(1), regardless of an imminent threat to personal safety or security to their estate. It is the investigation that determines the Public Guardian's recommendation to the court regarding placement. It is the court investigator's report and appointed counsel that guide the court's placement decisions.

3. To comply with California law, the Contra Costa County Public Guardian should begin an investigation within two business days after receiving a referral alleging that a person's health is in imminent danger or that there is an imminent threat to the safety of a person's estate.

Response: The recommendation will not be implemented because it is not warranted. Respondent initiates an investigation within two business days when a completed referral is received. Policy and procedures will be updated to reflect said practice.

4. To comply with California law, the Contra Costa County Public Guardian should establish a policy of keeping a probate conservatee in his or her own residence if that is the least restrictive living arrangement in which the conservatee can be safe.

Response: The recommendation will not be implemented because it is not warranted. Respondent adheres to Probate Code Section 2352.5(a). The Public Guardian will update policies and procedure that will conform to said code.

5. To comply with California law, the Contra Costa County Public Guardian should ensure that all deputy conservators meet certification requirements, as required by the State of California, by June 30, 2016.

Response: The recommendation has not yet been implemented, but will be as soon as reasonable. Respondent acknowledges that the majority of our deputy conservators are not currently certified. There is an ongoing effort to have staff attend regional trainings and to get all deputies into compliance. Initial certification takes four years and four of our deputy conservators have not been employed for four years. Three others are certified (including the two managers), and the remaining six are out of compliance with varying number of credits.

6. The Board should consider separating LPS and probate public guardians.

Response: This recommendation will not be implemented because it is not reasonable. Separating LPS and Probate will create two small units that will reduce capacity, may result in staff shortages, response capability, and availability to conservatees.

7. The Board should consider placing the probate conservatorships with Adult Protective Services in the Employment and Human Service Department's Aging and Adult Services unit.

Response: This recommendation will not be implemented because it is not warranted. Placing probate in another department will create smaller units that will reduce capacity, may result in staff shortages, response capability, and availability to conservatees.

8. The Contra Costa County Public Guardian should follow California Judicial Council's best practices by requiring deputy conservators to meet with each probate conservatee at least once a month and to keep a log of such visits.

Response: This recommendation will not be implemented because it is not warranted. Respondent's current policies require a minimum of quarterly visits. However, the vast majority of conservatees are seen more often than quarterly. It is the Public Guardian's goal to see conservatees and their care givers monthly if possible, given caseload numbers, client acuity, and staffing availability. Respondent will update policies to reflect the California Judicial Council's report on best practices.

9. The Contra Costa County Public Guardian should adopt a line item to its budget specifically for the needs of probate conservatees before the Public Guardian has access to their assets.

Response: This recommendation will not be implemented because it is not warranted. Respondent already has a process to provide for the needs of conservatees when necessary, provided there are assets available for reimbursement to the County under a Court Order.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 18, 2015

Subject: Response to Grand Jury Report No.1507 "Opportunities for Change in the county Health and Human Services System"

RECOMMENDATION(S):

APPROVE the response to Grand Jury Report No. 1507, "Opportunities for Change in the County Health and Human Services System" and DIRECT the Clerk of the Board to forward the response to the Superior Court no later than September 6, 2015.

FISCAL IMPACT:

No fiscal impact, this is an informational report.

BACKGROUND:

On July 7, 2015, the County received 2014-15 Civil Grand Jury Report No. 1507 entitled, "Opportunities for Change in the County Health and Human Services System". The report was received by the Board of Supervisors and subsequently referred to the Health Services Department on the July 7, 2015 Board of Supervisors agenda (Item No. C.181) who prepared the attached response that specifies:

- Whether the respondent agrees or disagrees wholly or partially with each finding;
- If the respondent disagrees with a finding, a statement explaining the portion of the finding that is disputed and the reasons for the disagreement;
- Whether each recommendation has been implemented, has not been implemented, or requires further analysis; and
-

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

Contact: Dorothy Sansoe,
925-335-1009

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

If the recommendation requires further analysis, a statement explaining the scope and parameters of the analysis or study, and a time frame, not to exceed six months, for the matter to be prepared for discussion.

CONSEQUENCE OF NEGATIVE ACTION:

In order to comply with statutory requirements, the Board of Supervisors must provide a response to the Superior Court no later than August 27, 2015 (90 days after receipt). The Board must take action no later than the August 25, 2015 meeting in order to comply with the statutory deadline.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

ATTACHMENTS

Response to Grand Jury Report No. 1507

**BOARD OF SUPERVISORS RESPONSE TO
GRAND JURY REPORT NO. 1507:
OPPORTUNITIES FOR CHANGE IN THE COUNTY HEALTH AND HUMAN SERVICES
SYSTEM**

FINDINGS

1. Contra Costa Health Services managers have developed a comprehensive health system.

Response: Respondent agrees with this finding.

2. Healthcare systems compete for patients by reducing costs and improving services. Local hospitals are merging to create stronger systems.

Response: Respondent agrees with this finding.

3. According to Health Management Associates *Sustainability Audit of the Contra Costa Regional Medical Center and Health Centers*, the County will be adding 32% more people in the next 20 years.

Response: Respondent agrees with this finding.

4. After losing \$18 million annually, Doctors Medical Center in San Pablo closed permanently on April 21, 2015.

Response: Respondent agrees with this finding.

5. Pursuant to Section 17000 of the California Welfare and Institutions Codes, counties are to provide healthcare for those who are indigent and poor.

Response: Respondent agrees with this finding.

6. The county hospital, the Contra Costa Regional Medical Center (CCRMC), receives low Medi-Cal reimbursement rates that do not offset actual costs.

Response: Respondent agrees with this finding.

7. The County annually provides \$30 million in general funds to augment the budget of CCRMC (the Contra Costa Regional Medical Center).

Response: Respondent partially agrees with this finding. The County budget provides \$26,672,488 in general funds to CCRMC for both the 2014-2015 fiscal year and the 2015-2016 fiscal year. The County also provides \$3,736,288 in both fiscal years to the Contra Costa Health Plan, for a total of \$30,408,776.

8. Grand Jury interviews revealed that CCRMC must partner for certain medical specialties.

Response: Respondent cannot confirm what was discussed during confidential Grand Jury interviews; however, respondent agrees that CCRMC must partner for certain medical specialties.

9. The County commissioned a Sustainability Audit of the County hospital and health centers which was presented to the Board of Supervisors in September 2011.

Response: Respondent agrees with this finding.

10. The Sustainability Audit of the County hospital and health centers underscored the Grand Jury's findings that county hiring is challenging and patients have difficulty obtaining timely appointments.

Response: Respondent agrees with this finding.

11. As part of a five-year renewable program that pays public hospital systems to reach defined goals, CCHS management secured \$32.55 million in annual funding from the Delivery System Reform Incentive Program (DSRIP).

Response: Respondent agrees with this finding.

12. CCHP has met certain goals set by DSRIP, including (1) expanded access to physicians through telephone appointments (that increased the person-to-person appointments by 281/week); (2) increased capacity for the North Richmond Center for Health (58 exam rooms) and constructed a new 10,000 sq. foot George and Cynthia Miller Wellness Center in Martinez; and (3) ensured that 100% of Full Scope Medi-Cal and Low Income Health Plan patients have a primary Care Provider.

Response: Respondent partially disagrees with this finding. DSRIP goals are related to CCRMC, not CCHP.

13. DSRIP funding is not permanent and is only meant to provide seed funding.

Response: Respondent agrees with this finding.

14. DSRIP funding will be extended for another five years.

Response: Respondent partially disagrees with this finding. Renewal is contingent on Centers for Medicaid and Medicare approval in October 2015.

15. Sixteen of the 58 counties in California have merged Health and Human Services departments.

Response: Respondent agrees with this finding.

16. San Diego County, which is three times larger than Contra Costa County and is the largest California county with a merged Health and Human Services Department, was able to reinvest \$230 million in funds over a 10 year period by reducing overhead, decentralizing offices and emphasizing prevention and intervention with community partners.

Response: Respondent cannot independently confirm this statement.

17. If the county were to combine the current healthcare system, the CCHS programs and EHSD, there would be 5,800 employees in a Health and Human Services Department.

Response: Respondent agrees with this finding.

18. If the healthcare system merges with a larger system, four programs would remain in CCHS. Emergency Medical Services could merge with the Contra Costa Fire Protection District while the Environmental Health and Hazardous Materials Program could merge with the Department of Conservation and Development.

Response: Respondent disagrees. It is much more protective of Contra Costa residents' health and safety to have these divisions affiliated with the Public Health Division.

19. The two CCHS program, Behavioral Health and Public Health, have a combined 856 employees. Merging these two programs with social services, the Employment and Human Services Department (1,800 employees) would create a Health and Human Services Department that is smaller than CCHS' current number of 4,000 employees.

Response: Respondent agrees with this finding.

20. There are more than 20 CCHS and EHSD programs that rely on each other to provide comprehensive services

Response: Respondent agrees with this finding.

21. Child welfare workers under EHSD and mental health specialists under CCHS are developing strategies to comply with a new settlement agreement, Katie A. v. Bonta, that mandates mental health and child welfare systems provide intensive services for foster children in need of mental health services. EHSD and CCHS are mandated to coordinate services.

Response: Respondent agrees with this finding.

RECOMMENDATIONS

1. The County should consider merging or partnering the healthcare system with a larger private or public healthcare system that would provide administrative oversight, broader access to physician specialists, clinics and hospitals, and increased healthcare options.

Response: This recommendation is continuing to be explored.

2. If the County is successful merging the healthcare system, the County should consider merging the two primary departments that would remain in Contra Costa Health Services – Public Health and Behavioral/Mental Health – with the Employment and Human Services Department, creating a Health and Human Services Department. The county should find funding to commission a report outlining the full benefits and detriments of merging EHSD with Public Health and Behavioral/Mental Health Services.

Response: This recommendation will require further analysis if a merger of the healthcare system were executed and successful.

3. If the County is successful merging the healthcare system, the county should consider merging CCHS' Environmental Health and Hazardous Materials Program with the Department of Conservation and Development and merging Emergency Medical Services with the Contra Costa Fire Protection District.

Response: This recommendation will require further analysis if a merger of the healthcare system were executed and successful.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 18, 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: **08/18/2015** 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: August 18, 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.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 18, 2015

Subject: Quarterly Report of the Post Retirement Health Benefits Trust Agreement Advisory Body

RECOMMENDATION(S):

ACCEPT quarterly report of the Post Retirement Health Benefits Trust Agreement Advisory Body.

FISCAL IMPACT:

No specific fiscal impact. This is a quarterly report of the County's assets in the Public Agency Retirement Services (PARS) Public Agencies Post-Retirement Health Care Plan Trust.

BACKGROUND:

On December 14, 2010, the Board of Supervisors directed the formation of a Post Retirement Health Benefits Trust Agreement Advisory Body (consisting of the County Administrator, County Finance Director, Treasurer-Tax Collector, Auditor-Controller, and Health Services Finance Director).

The Advisory Body meets quarterly. At its meeting of August 4, 2011, the body discussed and reviewed final report formats with HighMark Capital Management and made recommendations regarding a final standardized quarterly report. The attached report is in the standardized format. The following is the investment summary presented at the August 6, 2015 quarterly meeting for the period ending June 30, 2015:

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/18/2015** 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: August 18, 2015

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

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

By: , Deputy

cc: Robert Campbell, County Auditor-Controller, Russell Watts, County Treasurer-Tax Collector, Patrick Godley, Chief Financial Officer/Health Services

BACKGROUND: (CONT'D)

Investment Summary	Second Quarter 2015
Beginning Value	\$164,399,416.94
Net Contributions/Withdrawals	10,237,432.37
Fees Deducted	-43,812.57
Income Received	543,074.66
Market Appreciation	-2,146,385.17
Net Change in Accrued Income	262,116.07
Ending Market Value	\$173,251,842.30

Additional Materials -

A Post Retirement Health Benefits Trust Agreement Advisory Body web-page can be found at the following address:

<http://ca-contracostacounty.civicplus.com/index.aspx?NID=2915>. The page describes the function of the body, posts quarterly meeting materials, and all pertinent trust and plan documents.

ATTACHMENTS

Second Quarter 2015

PARS: County of Contra Costa

Second Quarter 2015

**Presented by
Andrew Brown, CFA**

DISCUSSION HIGHLIGHTS

U.S. Economic and Market Overview

Second quarter domestic and international economic data points appeared slightly more positive on balance relative to numbers released in the first quarter. Still, asset class returns were muted as investors worried about the impact of rising interest rates on bond prices, and the potential ramifications from failed bailout talks between Greece and its creditors. Price trends in oil and the dollar reversed during the quarter, relieving pressure in areas of the market that had been hurt by the dramatic price action that occurred over the preceding three quarters. After dipping below \$45 per barrel in the first quarter (from a high of \$107 last July), oil (West Texas Intermediate) rebounded early in the second quarter and traded at approximately \$60. The U.S. dollar's break from a long-running streak of appreciation, meanwhile, was welcomed by domestic exporters. Over the same period as oil's decline, the greenback had appreciated 25% against a trade-weighted basket of currencies.

After a slight contraction in the first quarter (-0.2%), the possibility of 3% quarterly GDP growth for the remainder of 2015 seemed to be a very reasonable expectation. May's employment report showed job growth across a broad set of sectors, though mining continued to struggle due to the fall in oil prices. In concert with a tightening labor market, anecdotal evidence and data also showed that labor costs are rising. Additional positive signs came from the consumer, with the May retail sales figures showing an increase of 1.2%, as the savings rate declined. Automobile production has been a positive for the first six months of the year, with automobile production hitting a 17.7 million unit mark in May, a level not seen since 2005. A potentially renewed outlook for economic growth in the U.S. lifted 10-year Treasury yields from 1.93% on March 31, 2015, to 2.37% by mid-June, shadowing the rise in 10-year Bund yields. The Fed, in an attempt to avoid spooking investors, has been particularly strident in saying that rates will increase slowly once policy tightening begins.

While Greece, China, and the price of oil have garnered most of the headlines in the first half of the year, The Federal Reserve will likely take center stage in terms of impacting both stock and bond markets for the remaining six months of 2015. The Fed remains committed to ending their unconventional policies, but have yet to receive sufficient help from the economic data in order to justify a move toward higher rates. U.S. economic growth, while solid, is not as robust as hoped, especially in light of the extraordinary amount of support that the Fed has provided over the past six years. Even with that support, GDP growth has averaged a disappointing 2.2% since the recession ended in June 2009, while inflation has remained below the Fed's 2% target for thirty-eight straight months. Growth in much of the rest of the world has slowed or in several countries has deteriorated into recession. Europe is trying to resume a growth path, Brazil remains in a recession, Russia suffers both from economic sanctions and lower oil prices, while China's once rapid growth continues to slow, and Japan has suffered four recessions in the past six years. As a result, we remain cautious regarding the durability of the expansion in the U.S. should the Fed decide to remove support, and therefore continue to believe that while interest rates may rise in the second half of the year, rates are unlikely to move decisively higher in the near-term.

Market Overview/Performance Discussion

Total Plan

The County of Contra Costa OPEB Plan returned -0.78% net of investment fees, in the second quarter, which outperformed the County's Plan benchmark return target of -1.28%. Large cap equity was the highlight in the quarter with four of the five managers placing in the top quartile within their respective Morningstar peer universe groups. The small cap equity segment also offered a slight positive contribution. In the mid-cap equity (-1.28%), fixed income (-1.29%) and alternative (-2.71%) segments, while performance was in negative territory, our managers outperformed on a relative basis in all three categories. REIT equity represented the largest declines among asset classes (-10.29%). While the Plan's REIT equity lagged slightly the benchmark target, the Plan's underweight to REITs (2% allocation vs. 4% Plan benchmark target) was the largest contributing factor to the relative outperformance vs. the Plan benchmark in the quarter. International/global equities underperformed slightly in the quarter, due mainly to the various managers' European exposure.

Domestic Equity

Domestic equity markets, with the exception of REIT equity, offered a fairly narrow range of investment returns in the second quarter. The low end of the range was turned in by mid-cap equity, which returned -1.54% (Russell Mid Cap). The high-end of the range was posted by small caps at 0.42% (Russell 2000). This narrowness of returns is accentuated even more when we include international equity markets – with International developed at +0.69% (MSCI EAFE) followed by emerging markets +0.62% (MSCI EM). REIT equity was the negative outlier in the second quarter with the Wilshire REIT Index declining -9.93%.

Large Cap stocks, as measured by the Russell 1000 Index barely eked out a positive return, posting a 0.11% gain in the quarter. Sector performance was mixed during the quarter with five of the ten sectors finishing in positive territory. The strongest performance came from health care (+3.1%), telecommunications (+1.8%), and consumer discretionary (+1.5%). Utilities offered the worst returns, declining -6.2%. Energy continued to struggle with the sector declining -1.95%. Additionally, the stronger dollar hampered returns from industrial (-1.9%) and consumer staples (-1.7%), as these sectors tend to have higher exposure to foreign markets, where earnings have been negatively impacted by currency translation impacts.

U.S. stocks will likely require renewed earnings growth to compete for capital going forward. As returns through the first half of the year have shown, investors currently favor areas of the global equity market that offer the most room for improvement. Domestic equity valuations remain somewhat elevated. The Russell 1000 Index at a forward P/E of 17.5X, looks rich in comparison with the MSCI-EAFE Index of 15.2X, or the MSCI-Emerging Market Index of 11.8X.

- **The Plan's large cap funds returned 1.29% in the quarter, which outperformed the Russell 1000 Index return of 0.11%.**
 - The iShares Russell 1000 ETF returned 0.09% in the second quarter.
 - The Sentinel Common Stock Fund returned 0.20% in the quarter, which outperformed the benchmark. The Fund ranked in the 42nd percentile of the Morningstar Large Cap Blend Universe. **We sold out of this investment at the end of May.**

- The Columbia Contrarian Core Fund returned 1.78% in the quarter, which outperformed the benchmark. The Fund ranked in the 4th percentile of the Morningstar Large Cap Blend Universe.
- The Harbor Capital Appreciation Fund returned 2.88% in the quarter, which outperformed the Russell 1000 Growth Index's return of 0.12%. The Fund ranked in the 4th percentile of the Morningstar Large Cap Growth Universe.
- The T. Rowe Price Growth Stock Fund returned 1.02% in the quarter, which outperformed the Russell 1000 Growth Index. The Fund ranked in the 35th percentile of the Morningstar Large Cap Growth Universe.
- The Dodge and Cox Stock Fund returned 2.56% in the quarter, which outperformed the Russell 1000 Value Index's return of 0.11%. The Fund ranked in the 2nd percentile of the Morningstar Large Cap Value Universe.
- The Loomis Sayles Value Fund posted a 1.06% return in the quarter, which outperformed the Russell 1000 Value Index. The Fund ranked in the 16th percentile of the Morningstar Large Cap Value Universe.

- **The mid-cap equity segment returned -1.28% in the quarter, which outperformed the Russell Mid-Cap Equity return of -1.54%.**
 - The iShares Russell Mid-cap ETF returned -1.57% in the second quarter.
 - The TIAA-CREF Mid-Cap Value Fund returned -1.61% in the quarter, which outperformed the Russell Mid-Cap Value Index return of -1.97%. The Fund ranked in the 63rd percentile of the Morningstar Mid-Cap Value Universe.
 - The Ivy Mid Cap Growth Fund returned -0.52% in the second quarter, which outperformed the Russell Mid Cap Growth Index return of -1.14%. The Fund ranked in the 67th percentile of the Morningstar Mid-Cap Growth Universe.

- **The small-cap equity segment returned 0.66% in the quarter, which outperformed the Russell 2000 Index return of 0.42%.**
 - The iShares Russell 2000 ETF returned 0.43% in the second quarter.
 - The T. Rowe Price New Horizons Fund returned 1.29% in the quarter, and underperformed the Russell 2000 Growth Index return of 1.98%. The Fund ranked in the 60th percentile of Morningstar's Small Cap Growth Universe.
 - The Columbia Small Cap Value Fund II returned 0.32% in the quarter, and outperformed the Russell 2000 Value Index's return of -1.2%. The Fund ranked in the 26th percentile of Morningstar's Small Cap Value Universe.

Real Estate

REIT returns in the second quarter were under pressure with investors selling out of the asset class based on fears that the Federal Reserve will begin to raise rates sometime throughout the last half of the year. Fund flows from U.S. individual investors were negative in the second quarter with approximately -\$4.7 billion of fund flows (mutual funds and ETFs) leaving real estate investments. The decline in GDP (-.2% for 1Q), combined with the increase in interest rates, put pressure on REIT returns which declined by -9.93% as measured by the Wilshire REIT Index return. At quarter-end, REITs were trading at a 15.9X 2016 FFO (funds from operations) valuation, which historically has been a reasonable level for valuation of REITs. That of course reflects valuations after the 10% decline in the price of REITs in 2Q. We have been underweight REIT equity for roughly two years as we have been concerned regarding valuations. In 2014, we clearly missed much of the upside from REITs, however in 2015 our underweight allocation has protected us somewhat from the decline in REIT prices. In the quarter, the best performing sectors were the apartment, self-storage, and hotel sectors. These sectors should be supported by an expanding economy, one in which landlords are beginning to utilize pricing power to raise rents. Health care was the primary laggard sector in the quarter.

- The Nuveen Real Estate Securities Fund returned -9.92% in the quarter, which was in-line with the Wilshire REIT Index return of -9.93%. The Fund placed in the 51st percentile of the Morningstar Real Estate Manager's Universe.

Global/International Equity

The European stock market rally, inspired by the European Central Bank's QE program, broke down in the latter part of the quarter due to issues between Greece and the ECB. Developed international equity markets declined in local terms, but managed a slight gain with the dollar depreciating against developed market currency. The MSCI-EAFE Index was up 0.62% on a dollar basis, but down roughly 2% in local currency.

Despite the volatility in Europe in the second quarter, we still see encouraging signs of a fundamental turnaround, with the potential to register GDP growth of between 1.5% - 2%. Eurozone manufacturing has strengthened to their strongest levels since 2010. Bank lending is increasing, and the ECB's goals of creating gradual economic improvement coupled with modest inflationary gains, appears to be gaining traction. Greece does remain a wildcard, but the impact from Greece on Europe is nowhere near as significant as it was back in 2010. Greece represents an economy the size of Oregon, and the loss of Greek economic output is of little significance to resurgent Eurozone activity. More importantly very little Greek debt is now owned by European Banks – thus limiting the 'contagion' effect. If the situation with Greece does not escalate, we would expect international equities to continue to be one of the leading asset class segments for the Plan in 2015.

Emerging market returns were in-line with developed international market returns, as the MSCI-Emerging Market index was up 0.69%. China was the source of numerous negative headlines in June, due mainly to fears that bubbles in real estate, inventory, and individual investor margin debt, will derail economic growth in the Country. While the headlines in the quarter were negative, the Chinese stock market was one of the leading emerging market regions in the quarter, up +6.0%. The Chinese economy is predominately driven by capital investment, and the failure of an accommodative central bank to stabilize declining growth confirms to us that the transition from an investment-based economy to a more consumption based economy is likely to be a difficult one. That said, China recently announced a 7% growth rate for the second quarter. Some have suggested that this number might not be completely accurate given the numerous quarterly conference calls from Yum!, BMW, Mead Johnson, and others who are reporting large growth declines in earnings within their Chinese operations. China is an important component of the emerging market index, representing roughly 25% of the MSCI Emerging Market Index. However, despite some economic challenges, we do not believe that it would be prudent to spurn emerging market equities entirely. Emerging markets are currently trading at a forward PE earnings ratio of 11.8X. The investment case for emerging markets remains compelling. The fall in energy prices should benefit emerging market nations who are negatively impacted to a greater extent from energy prices.

- **The Plan's international/global equity segment returned 0.26% in the quarter. This return underperformed the MSCI-EAFE Index 0.62%, and underperformed the MSCI-ACWI Index return of 0.35%.**
 - The Nationwide Bailard International Equity Fund returned 1.54% in the quarter, and outperformed the MSCI-EAFE Index. The Fund ranked in the 30th percentile of the Morningstar Foreign Large Blend Universe.
 - The iShares MSCI-EAFE Index ETF returned 0.63% in the quarter.
 - The Dodge & Cox International Stock Fund returned -0.30% in the quarter and underperformed the MSCI-EAFE Index. The Fund ranked in the 91st percentile of the Foreign Large Blend Universe as measured by Morningstar.

- The MFS International Fund returned 0.46% in the quarter and underperformed the MSCI-EAFE Index. The Fund ranked in the 75th percentile for foreign large cap growth managers as measured by Morningstar.
- The iShares MSCI-ACWI Index ETF returned 0.20% in the quarter
- The American Funds New Perspective Fund recorded a 0.87% return in the second quarter, which outperformed the MSCI ACWI Index and ranked in the 37th percentile within the Morningstar World Stock Universe
- The MFS Global Equity R5 Fund returned -0.16%, which underperformed the benchmark and ranked in the 66th percentile of the Morningstar World Stock Universe. **This fund was added in April, and thus was not in the Plan for the entire quarter.**
- The DJ Euro-Stoxx 50 ETF returned -2.03% in the quarter, which underperformed the MSCI-EAFE Index.
- The Schroder Emerging Market Equity Fund returned 0.00% during the quarter and underperformed the MSCI-EM benchmark return of 0.69%. The Fund ranked in the 61st percentile of the Morningstar Emerging Market Universe.

Fixed Income

The Barclays Capital U.S. Aggregate Bond Index returned -1.7% in the second quarter as investment-grade corporate bonds generated a -3.2% loss, agency mortgage-backed securities declined -0.7% and U.S. Treasuries were lower by -1.6%. Despite less than robust economic data, Treasury yields moved higher during the quarter as the market began to anticipate a September rate hike. U.S. Treasury returns were negative this quarter after posting gains for five consecutive quarters, the longest such rally since 2002-2003. Ten-year bond yields increased 43 basis points, while the 30-year yield climbed 58 basis points, resulting in returns for the quarter of -3.0% and -10.4% respectively. High-grade corporate bonds underperformed equivalent duration U.S. Treasury securities by -88 basis points, while high-yield corporate bonds were unchanged during the quarter, posting +72 basis points of excess return. Investment grade corporate bond spreads ended the quarter at +148 basis points, 12 basis points wider, while high yield bond spreads finished at +500 basis points, 18 bps wider for the quarter.

Among quality tiers, securities rated by Standard & Poor's (S&P) Aa and above performed the best on a relative basis, generating a negative excess return of -33 basis points, while BBB corporates lagged at -98 basis points of underperformance. The best performing industries during the quarter were Metals, Integrated Energy, Oil Field Services, Banking and Brokerage. Index laggards included the Chemicals, Communications, Tobacco, Utilities, and Insurance sectors.

At current levels, corporate bond spreads are only slightly below their long term average and continue to offer a significant yield advantage over Treasuries. As a result, we remain overweight high-quality corporate bonds, particularly the domestic bank and energy sectors, both of which were among the top performing sectors for the quarter. Although we remain overweight investment-grade corporates we modestly reduced the exposure this quarter while increasing the U.S. Treasury weighting as concerns over slower global growth and higher volatility caused high-grade corporate bonds to underperform. We also remain underweight mortgage-backed securities while continuing to favor other securitized products which have more stable cash flows, such as asset-backed and commercial mortgage-backed securities. Finally, although we do not expect the Federal Reserve to raise interest rates by more than 0.25% this year, and given the range of outcomes, we are maintaining our slightly defensive duration posture.

- **The Plan's fixed income segment returned -1.29% in the quarter, which outperformed the Barclays Aggregate return of -1.68%.**
 - The separately managed fixed income portfolio returned -1.25% which outperformed the benchmark. The portfolio would have ranked approximately in the 24th percentile of the Morningstar Intermediate Term Bond Universe.
 - The PIMCO Total Return Bond Fund returned -1.84% in the quarter, and underperformed the Barclays Aggregate Index. The Fund ranked in the 73rd percentile of Morningstar's Intermediate-Term Bond Universe.
 - The PIMCO High Yield Bond Fund returned -0.26% in the quarter, and outperformed the Merrill Lynch US High Yield BB-B Index return of -0.35%. The Fund ranked in the 77th percentile of Morningstar's High Yield Universe.

Alternative Investments

The alternative segment posted a decline in the quarter, with the HFRI FOF Market Defensive Index declining -3.44%. While the Plan's alternative returns outperformed the benchmark slightly, it was a disappointing quarter with three of the four strategies registering negative returns. The one strategy that posted a positive return, the Eaton Vance Global Macro Absolute Return Fund, was up only 0.07%. The biggest impact to both the index and the Plan returns came from the managed futures component. After the first quarter where the AQR Managed Futures fund returned over +8.5%, the fund relinquished all of those returns, declining in the second quarter by -8.3%. Currencies were the weakest performing segment for the Fund, with positions in the Euro and the New Zealand dollar acting as key detractors. However, trend reversals in equities, commodities, and most notably fixed income (with the 10 year treasury widening 43 basis points) all detracted from performance. The Arbitrage Fund's return of -0.61% was noteworthy due primarily to one M&A transaction. Williams Co had announced intentions to buy Williams Partners, and the deal was set to close in August. Within the arbitrage strategy, the Fund was long Williams Partners, and short Williams Company. On June 22nd, Energy Transfer Equity LP made an all stock offer for *Williams Company*, contingent on Williams Company abandoning their bid of Partners. Williams Company rejected the offer from Energy Transfer, but the short-term damage was done as the Fund's short position in Williams Company was up 26% on the day and Williams Partners (long position) was down 8%. The managers plan on holding their long position in Williams Partners, but they have shrunk their short position on Williams Company. This transaction had by far and away the biggest negative impact on the portfolio during the quarter.

- **The alternative investment segment returned -2.71% in the second quarter, which exceeded the Hedge Fund Research Institute Market Defensive Index return of -3.44%.**
 - The Arbitrage Fund returned -0.61% in the quarter which ranked in the 54th percentile of Morningstar's Market Neutral Universe.
 - The JPMorgan Research Market Neutral Fund returned -0.65%, which placed the Fund in the 55th percentile of the Morningstar Market Neutral Universe.
 - The Eaton Vance Global Macro Absolute Return Fund posted a 0.07% return, which placed in the 45th percentile of the Morningstar Non-Traditional Bond Universe.
 - The AQR Managed Futures Fund's return of -8.32% ranked in the 77th percentile of Morningstar's Managed Futures Fund Universe.

Asset Allocation/Portfolio Transitions

In the quarter, we eliminated the Sentinel Common Stock Fund. The fund had underperformed the benchmark throughout most of our ownership history within the Plan. The proceeds were distributed among the remaining large cap investment holdings.

In the global equity segment, the Templeton Global Equity Fund was eliminated from the Plan due to underperformance. The proceeds were placed into a new manager, the MFS Global Equity Fund.

Manager Watch List

<i>Name of Fund</i>	<i>Date on watch list</i>	<i>Date exiting watch list</i>	<i>Recommendation</i>	<i>Rationale</i>
<i>Ivy Mid-Cap Growth</i>	2Q 2015		Review	Peer ranking has fallen below the median over 3-year and 5-year periods
<i>MFS International Growth</i>	4Q 2014		Review	Peer ranking has fallen below the median over 3-year and 5-year periods
<i>Pimco Total Return Bond Fund</i>	4Q 2014		Review	Personnel turnover at the firm, coupled with turnover within the organization. Asset outflows are also a mitigating factor with 1Y % Change: -54%
<i>Sentinel Common Stock Fund</i>	3Q2014	2Q 2015	Sell	Manager was terminated due to performance.

INVESTMENT STRATEGY

As of June 30, 2015

Tactical Asset Allocation

Asset Class	% Portfolio Weighting			Rationale
	Target	Current Portfolio	Over/Under Weighting	
Cash	1.0%	4.4%	+3.4%	<ul style="list-style-type: none"> The cash allocation reflects a contribution received at the end of the quarter. Our target allocation for cash is 1%.
Fixed Income	38.0%	35.8%	-2.2%	<ul style="list-style-type: none"> Fixed income is currently underweight versus the target allocation given our expectations for an increase in interest rates. While the magnitude and timing of a rate hike is in question given some of the recent softness in economic numbers, we expect the Fed will remove its zero interest rate policy during the next quarter.
High Yield	0.0%	1.5%	+1.5%	<ul style="list-style-type: none"> If the Fed is not aggressive in hiking rates, and the economy generates reasonable growth, spreads should likely stay close to current levels.
Alternatives	10.0%	11.8%	+1.8%	<ul style="list-style-type: none"> Alternatives serve to mitigate the impact of a decline in the bond market, due to a potential rise in interest rates.
Real Estate (REITS)	4.0%	1.9%	-2.1%	<ul style="list-style-type: none"> We maintain an underweight allocation to REITs due to concerns about valuations, as well as the impact of a rising interest rate environment on the asset class.
Global Equity	7.0%	6.7%	-0.3%	<ul style="list-style-type: none"> Global equities remain at reasonable valuations due to the international equity component of the MSCI-ACWI benchmark, however the U.S. equity component makes the asset class a little less attractive.
International (Developed)	9.0%	9.5%	+0.5%	<ul style="list-style-type: none"> International developed equities remain at a slight overweight. Attractive valuations in Europe, coupled with the ECB's quantitative easing program, should aid a recovery in the Eurozone. As the market digests a solution to the Greek crisis, Europe should rally. Japan should still benefit from the reform of the Government Pension Investment Fund and the BOJ's QE program. The MSCI-EAFE, at 15.2X 2016 earnings, trades at a discount to U.S. domestic equity markets.
International (Emerging)	0.0%	1.5%	+1.5%	<ul style="list-style-type: none"> We maintain our position in emerging markets, due to valuation measures (11.8X forward PE) that remain attractive relative to other areas of the market. Concerns in Latin America (inflation), Russia (oil prices), and emerging Asia (China volatility) temper our allocation levels.
Total Domestic Equity	31.0%	28.4%	-2.6%	
Large Cap	17.0%	17.4%	+0.4%	<ul style="list-style-type: none"> We maintain our overweight to large cap equities. At a 17.5X forward PE level, valuations remain attractive on a relative basis to mid- and small-cap domestic equities.
Mid Cap	6.0%	3.8%	-2.2%	<ul style="list-style-type: none"> We continued to remain underweight based on valuation concerns, with the Russell Mid-Cap Index trading richer than both large and small cap at a 20X forward PE ratio.
Small Cap	8.0%	7.2%	-0.8%	<ul style="list-style-type: none"> We are targeting a 7.5% target allocation to small caps, a slight underweight.

Asset Allocation Period Ending June 30, 2015

Asset Allocation	3/31/2015 Market Value	3/31/2015 % of Total	6/30/2015 Market Value	6/30/2015 % of Total	Target Allocation
Large Cap Equities					
Columbia Contrarian Core Z	5,690,921	3.5%	5,824,916	3.4%	-
Sentinel Common Stock I (Sold 2Q15)	2,454,969	1.5%	0	0.0%	-
iShares Russell 1000 ETF	8,139,158	5.0%	9,167,856	5.3%	-
Dodge & Cox Stock Fund	3,245,715	2.0%	3,748,924	2.2%	-
Loomis Sayles Value Fund	3,248,511	2.0%	3,755,720	2.2%	-
Harbor Capital Appreciation Instl	3,240,646	2.0%	3,747,579	2.2%	-
T. Rowe Price Growth Stock Fund	3,238,824	2.0%	3,746,409	2.2%	-
Total Large Cap Equities	29,258,743	17.8%	29,991,404	17.4%	17.0%
				Range	13-32%
Mid Cap Equities					
iShares Russell Mid-Cap ETF	2,458,304	1.5%	2,501,173	1.4%	-
TIAA-CREF Mid-Cap Value Instl	2,039,825	1.2%	2,077,080	1.2%	-
Ivy Mid Cap Growth Fund I	2,045,162	1.2%	2,085,668	1.2%	-
Total Mid Cap Equities	6,543,291	4.0%	6,663,920	3.9%	6.0%
				Range	2-10%
Small Cap Equities					
iShares Russell 2000 ETF	4,914,854	3.0%	4,989,780	2.9%	-
Columbia Small Cap Value Fund II	4,121,907	2.5%	3,759,096	2.2%	-
T. Rowe Price New Horizons Fund	4,121,928	2.5%	3,769,586	2.2%	-
Total Small Cap Equities	\$ 13,158,689	8.0%	\$ 12,518,463	7.2%	8.0%
				Range	4-12%
International					
Nationwide Baidard Intl Equities Fund	3,230,298	2.0%	3,317,459	1.9%	-
iShares MSCI EAFE Index Fund	3,219,858	2.0%	4,922,316	2.9%	-
Dodge & Cox International Stock Fund	3,231,242	2.0%	2,466,651	1.4%	-
MFS International Growth Fund	3,246,942	2.0%	2,470,887	1.4%	-
Schroder Emerging Market Equity	1,641,132	1.0%	2,513,949	1.5%	-
SPDR EURO STOXX 50 ETF	3,234,405	2.0%	3,237,508	1.9%	-
Total International	\$ 17,803,877	10.9%	\$ 18,928,769	11.0%	9.0%
				Range	4-16%
Global					
MSCI iShares ACWI Index ETF	5,691,997	3.5%	5,795,959	3.4%	-
American Funds New Perspective F2	2,771,721	1.7%	2,903,680	1.7%	-
MFS Global Equity FD CL R5 #4818 (Bought 2Q15)	0	0.0%	2,898,941	1.7%	-
Templeton Global Opportunities A LW (Sold 2Q15)	2,712,384	1.7%	0	0.0%	-
Total Global	\$ 11,176,101	6.8%	\$ 11,598,579	6.7%	7.0%
				Range	4-12%

Asset Allocation Period Ending June 30, 2015

Asset Allocation	3/31/2015 Market Value	3/31/2015 % of Total	6/30/2015 Market Value	6/30/2015 % of Total	Target Allocation
Real Estate					
Nuveen Real Estate Secs I Fund	3,218,973	2.0%	3,315,743	1.9%	-
Total Real Estate	\$ 3,218,973	2.0%	\$ 3,315,743	1.9%	4.0%
				<i>Range</i>	<i>0-8%</i>
Fixed Income					
Core Fixed Income Holdings	50,342,031	30.7%	50,390,226	29.2%	-
PIMCO Total Return Instl Fund	8,293,322	5.1%	8,785,253	5.1%	-
PIMCO High Yield Instl	2,501,421	1.5%	2,529,799	1.5%	-
Total Fixed Income	\$ 61,136,774	37.3%	\$ 61,705,278	35.7%	38.0%
				<i>Range</i>	<i>30-50%</i>
Alternatives					
AQR Managed Futures I	5,872,866	3.6%	5,809,447	3.4%	-
Arbitrage I	4,965,690	3.0%	4,251,189	2.5%	-
Eaton Vance Gbl Macro Abs Ret I	5,401,359	3.3%	5,922,984	3.4%	-
JP Morgan Research Market Neutral I	3,694,648	2.3%	4,259,926	2.5%	-
Total Alternatives	\$ 19,934,563	12.1%	\$ 20,243,546	11.7%	10.0%
				<i>Range</i>	<i>5-20%</i>
Cash					
Money Market	1,850,594	1.1%	7,703,908	4.5%	-
Total Cash	\$ 1,850,594	1.1%	\$ 7,703,908	4.5%	1.0%
				<i>Range</i>	<i>0-5%</i>
TOTAL	\$ 164,081,606	100.0%	\$ 172,669,611	100.0%	100.0%

Investment Summary Period Ending June 30, 2015

Investment Summary	Second Quarter 2015	Year to Date 2015
Beginning Value	\$ 164,399,416.94	\$ 155,218,379.57
Net Contributions/Withdrawals	10,237,432.37	15,083,965.69
Fees Deducted	-43,812.57	-86,547.64
Income Received	543,074.66	1,161,650.83
Market Appreciation	-2,146,385.17	1,674,156.75
Net Change in Accrued Income	262,116.07	200,237.10
Ending Market Value*	\$ 173,251,842.30	\$ 173,251,842.30

Investment Summary	Second Quarter 2014	Year to Date 2014
Beginning Value	\$ 135,517,785.67	\$ 129,408,886.38
Net Contributions/Withdrawals	9,762,183.92	14,528,363.38
Fees Deducted	-40,568.58	-81,302.08
Income Received	518,297.17	987,909.94
Market Appreciation	3,190,388.86	4,150,195.77
Net Change in Accrued Income	70,501.12	24,534.77
Ending Market Value	\$ 149,018,588.16	\$ 149,018,588.16

*Ending Market Value differs from total market value on the previous page due to differences in reporting methodology. The above ending market value is reported as of trade date and includes accruals. The Asset Allocation total market value is reported as of settlement date.

Selected Period Performance
PARS/COUNTY OF CONTRA COSTA PRHCP

Account 6746038001

Period Ending: 06/30/2015

Sector	3 Months	Year to Date (6 Months)	1 Year	3 Years	Inception to Date (53 Months)
Cash Equivalents	.01	.01	.02	.02	.02
<i>iMoneyNet, Inc. Taxable</i>	.00	.01	.02	.02	.02
Fixed Income ex Funds	-1.25	.58	1.89	2.10	3.96
Total Fixed Income	-1.29	.58	1.79	2.40	4.05
<i>BC US Aggregate Bd Index</i>	-1.68	-1.10	1.86	1.83	3.50
Total Equities	.10	3.47	3.05	14.08	9.87
Large Cap Funds	1.29	3.40	8.04	18.19	12.59
<i>Russell 1000 Index</i>	.11	1.71	7.37	17.73	13.79
Mid Cap Funds	-1.28	2.34	6.27	16.00	11.42
<i>Russell Midcap Index</i>	-1.54	2.35	6.63	19.26	13.74
Small Cap Funds	.66	5.77	7.03	19.49	14.01
<i>Russell 2000 Index</i>	.42	4.75	6.49	17.81	12.84
REIT Funds	-10.29	-7.05	3.49	8.31	9.57
<i>Wilshire REIT Index</i>	-9.93	-5.73	5.21	9.00	10.75
International Equities	.26	3.89	-4.14	11.32	4.91
<i>MSCI AC World Index</i>	.35	2.66	.71	13.01	7.76
<i>MSCI EAFE Index</i>	.62	5.52	-4.23	11.97	5.00
<i>MSCI EM Free Index</i>	.69	2.95	-5.12	3.71	-.63
Alternatives	-2.71	.52	6.48		
<i>HFRI FOF Market Defensive Index</i>	-3.44	-1.42	4.83	1.67	-.60
Total Managed Portfolio	-.76	1.95	2.84	8.32	6.63
Total Account Net of Fees	-.78	1.89	2.73	8.19	6.50
<i>County of Contra Costa*</i>	-1.28	1.33	3.06	8.80	7.30

Inception Date: 02/01/2011

* Benchmark from February 1, 2011 to June 30, 2013: 18% Russell 1000 Index, 6% Russell Midcap Index, 8% Russell 2000 Index, 8% MSCI ACWI Index, 10% MSCI EAFE Index, 45% Barclays Aggregate Index, 4% DJ Wilshire REIT Index, 1% Citigroup 3 Month T-Bill Index. From July 1, 2013: 17% Russell 1000 Index, 6% Russell Midcap Index, 8% Russell 2000 Index, 7% MSCI AC World ex US Index, 9% MSCI EAFE Index, 38% Barclays Aggregate Index, 4% DJ Wilshire REIT Index, 10% HFRI Fund of Funds Market Defensive Index, 1% Citigroup 3 Month T-Bill Index

Returns are gross-of-fees unless otherwise noted. Returns for periods over one year are annualized. The information presented has been obtained from sources believed to be accurate and reliable. Past performance is not indicative of future returns. Securities are not FDIC insured, have no bank guarantee, and may lose value.

COUNTY OF CONTRA COSTA

For Period Ending June 30, 2015

LARGE CAP EQUITY FUNDS											
Fund Name	Inception	3-Month Return	Rank	YTD Return	Rank	1-Year Return	Rank	3-Year Return	Rank	5-Year Return	Rank
Sentinel Common Stock I (Sold May 2015)	(7/13)	0.20	42	1.57	39	6.83	38	16.46	58	16.23	48
Columbia Contrarian Core Z	(7/13)	1.78	4	3.00	14	9.51	9	19.60	8	18.72	5
T. Rowe Price Growth Stock		1.02	35	7.12	11	13.47	13	19.43	18	19.42	9
Harbor Capital Appreciation Instl		2.88	4	8.60	3	14.28	8	19.69	14	19.03	14
Loomis Sayles Value Fund	(7/11)	1.06	16	0.68	36	4.56	35	18.49	12	16.66	15
Dodge & Cox Stock	(10/14)	2.56	2	1.33	20	4.54	35	20.44	4	17.79	4
iShares Russell 1000	(3/15)	0.09	44	1.65	24	7.24	36	17.58	21	17.41	18
Idx: Russell 1000		0.11	--	1.71	--	7.37	--	17.73	--	17.58	--
MID CAP EQUITY FUNDS											
TIAA-CREF Mid-Cap Value Instl		-1.61	63	1.20	57	4.27	40	17.83	58	17.14	34
Idx: Russell Mid Cap Value		-1.97	--	0.41	--	3.67	--	19.13	--	17.73	--
iShares Russell Mid-Cap	(3/15)	-1.57	78	2.28	75	6.48	21	19.07	46	18.04	47
Ivy Mid Cap Growth I	(5/14)	-0.52	67	3.44	81	7.71	62	16.46	63	16.62	55
Idx: Russell Mid Cap Growth		-1.14	--	4.18	--	9.45	--	19.24	--	18.69	--
SMALL CAP EQUITY FUNDS											
Columbia Small Cap Value II Z		0.32	26	4.26	13	3.75	27	17.98	21	17.41	9
Idx: Russell 2000 Value		-1.20	--	0.76	--	0.78	--	15.50	--	14.81	--
iShares Russell 2000	(3/15)	0.43	16	4.78	21	6.57	39	17.87	75	17.10	69
T. Rowe Price New Horizons		1.29	60	7.77	47	10.93	41	21.01	13	23.32	1
Idx: Russell 2000 Growth		1.98	--	8.74	--	12.34	--	20.11	--	19.33	--
INTERNATIONAL EQUITY FUNDS											
Dodge & Cox International Stock		-0.30	91	3.89	85	-3.64	53	15.44	3	11.24	10
Nationwide Bailard Intl Eqs InSvc		1.54	30	6.10	49	-0.16	15	13.10	16	10.37	18
MFS International Growth I		0.46	75	5.59	67	-3.47	83	8.67	86	9.11	61
iShares MSCI EAFE		0.63	57	5.50	48	-4.36	44	11.83	23	9.40	15
iShares MSCI ACWI	(3/15)	0.20	34	2.52	30	0.77	35	13.15	46	11.97	29
American Funds New Perspective F2	(3/15)	0.87	37	5.64	20	5.58	15	15.50	23	14.15	21
MFS Global Equity FD CL R5 #4818	(4/15)	-0.16	66	2.86	58	2.20	36	15.99	19	14.67	14
Templeton Global Opportunities A LW (Sold April 2015)		0.19	57	2.28	66	-5.32	88	13.12	56	10.28	80
Idx: MSCI EAFE		0.62	--	5.52	--	-4.22	--	11.97	--	9.54	--
Idx: MSCI ACWI		0.35	--	2.66	--	0.71	--	13.01	--	11.93	--
Schroder Emerging Market Equity	(11/12)	0.00	61	2.94	34	-5.29	37	3.13	51	3.96	43
Idx: MSCI Emerging Markets		0.69	--	2.95	--	-5.12	--	3.71	--	3.68	--
SPDR EURO STOXX 50 ETF	(6/14)	-2.03	81	2.41	94	-11.17	80	13.34	45	7.57	87

COUNTY OF CONTRA COSTA

For Period Ending June 30, 2015

REIT EQUITY FUNDS											
Fund Name	Inception	3-Month		YTD		1-Year		3-Year		5-Year	
		Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Nuveen Real Estate Secs Y		-9.92	51	-6.17	68	3.85	54	8.67	26	14.38	15
Idx: Wilshire REIT		-9.93	--	-5.73	--	5.21	--	9.00	--	14.73	--
BOND FUNDS											
Fixed Income Portfolio		-1.25	24	0.58	12	1.89	15	2.10	55	--	--
Pimco Total Return Inst'l		-1.84	73	0.34	25	1.30	45	2.45	40	4.03	36
Idx: BarCap US Aggregate Bond		-1.68	--	-0.10	--	1.86	--	1.83	--	3.35	--
PIMCO High Yield Instl	(11/14)	-0.26	77	2.20	62	0.92	17	6.25	42	7.75	47
Idx: Merrill Lynch US High Yield BB-B		-0.35	--	2.30	--	1.67	--	6.91	--	8.56	--
ALTERNATIVE FUNDS											
Arbitrage I	(7/13)	-0.61	54	0.54	37	1.32	34	1.26	56	2.16	36
AQR Managed Futures	(7/13)	-8.32	77	-0.47	37	15.16	20	7.18	13	4.38	1
Eaton Vance Glbl Macro Abs Ret	(7/13)	0.07	45	1.96	18	4.12	4	2.39	52	1.93	71
JPMorgan Research Market Neutral Instl	(7/13)	-0.65	55	-1.68	68	-0.23	55	2.56	33	0.29	72
Idx: HFRI Fund of Funds Market Def		-3.44	--	-1.42	--	4.83	--	1.67	--	0.84	--

Data Source: Morningstar, SEI Investments

Returns less than one year are not annualized. Past performance is not indicative of future returns. The information presented has been obtained from sources

COUNTY OF CONTRA COSTA

For Period Ending December 31, 2014

LARGE CAP EQUITY FUNDS											
Fund Name	Inception	2014 Return	2014 Rank	2013 Return	2013 Rank	2012 Return	2012 Rank	2011 Return	2011 Rank	2010 Return	2010 Rank
Sentinel Common Stock I	(7/13)	10.62	63	31.04	61	14.92	57	1.79	21	14.90	31
Columbia Contrarian Core Z	(7/13)	12.92	31	35.73	17	18.67	10	-0.93	52	16.21	17
T. Rowe Price Growth Stock		8.83	65	39.20	12	18.92	14	-0.97	39	16.93	35
Harbor Capital Appreciation Instl		9.93	53	37.66	17	15.69	43	0.61	24	11.61	82
Loomis Sayles Value Fund	(7/11)	10.76	48	35.54	14	19.70	4	-2.81	66	11.94	72
Dodge & Cox Stock	(10/14)	10.40	54	40.55	2	22.01	2	-4.08	74	13.49	47
Idx: Russell 1000		13.24	--	33.11	--	16.42	--	1.50	--	16.10	--
MID CAP EQUITY FUNDS											
TIAA-CREF Mid-Cap Value Instl		12.85	19	32.55	71	16.60	48	-2.17	34	21.20	59
Idx: Russell Mid Cap Value		14.75	--	33.46	--	18.51	--	-1.38	--	24.75	--
Ivy Mid Cap Growth I	(5/14)	8.20	38	30.12	84	13.45	58	-0.31	24	30.38	13
Idx: Russell Mid Cap Growth		11.90	--	35.74	--	15.81	--	-1.65	--	26.38	--
SMALL CAP EQUITY FUNDS											
Columbia Small Cap Value II Z		4.61	42	40.14	20	14.57	61	-2.39	30	25.64	52
Idx: Russell 2000 Value		4.22	--	34.52	--	18.05	--	-5.50	--	24.50	--
T. Rowe Price New Horizons		6.10	19	49.11	10	16.20	22	6.63	2	34.67	12
Idx: Russell 2000 Growth		5.60	--	43.30	--	14.59	--	-2.91	--	29.09	--
INTERNATIONAL EQUITY FUNDS											
Dodge & Cox International Stock		0.08	9	26.31	8	21.03	16	-15.97	81	13.69	6
Nationwide Baidard Intl Eqs InSvc		-1.94	15	21.68	28	20.87	17	-15.58	74	11.85	32
MFS International Growth I		-5.10	58	13.84	79	19.71	31	-10.62	40	15.24	35
Templeton Global Opportunities ALW		-4.06	93	25.75	48	22.27	7	-10.48	69	5.20	95
Idx: MSCI EAFE		-4.90	--	22.78	--	17.32	--	-12.14	--	7.75	--
Idx: MSCI ACWI		4.16	--	22.80	--	16.13	--	-7.35	--	12.67	--
Schroder Emerging Market Equity	(11/12)	-4.61	70	-2.28	54	21.73	19	-16.70	20	13.49	92
Idx: MSCI Emerging Markets		-2.19	--	-2.60	--	18.22	--	-16.15	--	--	--
SPDR EURO STOXX 50 ETF	(6/14)	-8.36	73	27.43	34	20.48	55	-16.42	48	-8.94	95
REIT EQUITY FUNDS											
Nuveen Real Estate Secs Y		31.28	17	1.32	58	18.34	22	7.96	50	30.57	12
Idx: Wilshire REIT		31.78	--	1.86	--	17.59	--	5.52	--	--	--

COUNTY OF CONTRA COSTA

For Period Ending December 31, 2014

BOND FUNDS											
Fund Name	Inception	2014 Return	2014 Rank	2013 Return	2013 Rank	2012 Return	2012 Rank	2011 Return	2011 Rank	2010 Return	2010 Rank
Fixed Income Portfolio		4.74	69	-1.40	41	5.42	69	8.41	5	--	--
Pimco Total Return Inst'l		4.69	71	-1.92	60	10.36	12	4.16	87	8.83	26
Idx: BarCap US Aggregate Bond		5.97	--	-2.02	--	4.21	--	7.84	--	6.54	--
PIMCO High Yield Instl	(11/14)	3.31	13	5.77	68	14.55	52	4.00	38	14.24	45
Idx: Merrill Lynch US High Yield BB-B		3.49	--	6.31	--	14.59	--	5.39	--	14.26	--
ALTERNATIVE FUNDS											
Arbitrage I	(7/13)	1.64	39	1.15	67	0.44	48	4.74	20	1.76	16
AQR Managed Futures	(7/13)	9.69	40	9.40	6	2.99	5	-6.37	29	0.00	0
Eaton Vance Gbl Macro Abs Ret	(7/13)	3.03	18	-0.24	58	4.11	79	-0.39	44	4.75	61
JPMorgan Research Market Neutral Instl	(7/13)	3.38	25	2.26	56	4.51	9	-7.04	86	-0.90	36

Data Source: Morningstar, SEI Investments

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