

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 25, 2015

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

Inspirational Thought- "The greatest discovery of my generation is that human beings can alter their lives by altering their attitudes of mind." - William James

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.42 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 Falls Prevention Awareness Week, September 21-27, 2015, in Contra Costa County. (Supervisor Andersen)

PR.2 PRESENTATION recognizing the County's effort to improve overall facility efficiency by replacing 1,320 fluorescent lamps with LED lighting at the Contra Costa County Regional Medical Center and for receiving a rebate check from Pacific, Gas and Electric. (Julie Bueren, Public Works Director)

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

D. 2 PUBLIC COMMENT (3 Minutes/Speaker)

- D.3** CONSIDER authorizing the County Administrator, or designee, to execute contract renewals with the Non PERS Health Plan, Dental Plan and Life Insurance Plan carriers and Computer Vision Care Program at the percentage of rate increases or decreases indicated for the period January 1, 2016 through December 31, 2016. CONSIDER authorizing the County Administrator, or designee, to add a new High Deductible Health Plan (HDHP), with rates, benefits and coverage as described in the BOS materials and attachments. (Terry Speiker, Chief Assistant CAO)
- D.4** CONSIDER adopting Resolution No. 2015/4 approving the Memorandum of Understanding (MOU) between Contra Costa County Fire Protection District and United Chief Officers Association (UCOA) as recommended by the County Administrator (David Twa, County Administrator)
- D.5** CONSIDER adopting Resolution No. 2015/326 to approve the extension of the Memorandum of Understanding with SEIU United Healthcare Workers West, as recommended by the County Administrator. (David Twa, County Administrator)
- D.6** CONSIDER adopting Resolution No. 2015/324 approving the Memorandum of Understanding between Contra Costa County and the Probation Peace Officers' Association of Contra Costa County, implementing negotiated wage agreements and other economic terms and conditions of employment, for the period of July 1, 2015 through June 30, 2018. (David Twa, County Administrator)
- D.7** CONSIDER adopting 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, and limiting mileage reimbursement to out-of-district mileage. (David Twa, County Administrator)

D. 8 CONSIDER reports of Board members.

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. Greicy Bermudez v. Contra Costa County, WCAB #ADJ8098723

2. Marina Ramos v. Contra Costa County, WCAB #ADJ1203980

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

ADJOURN

CONSENT ITEMS

Road and Transportation

- C. 1** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with American Guard Services, Inc., to extend the term from August 15, 2013 through August 15, 2016 and to increase the payment limit by \$60,000 to a new payment limit of \$180,000 for crossing guard services, Bay Point area. (100% Keller Canyon Mitigation Funds)
- C. 2** ADOPT Resolution No. 2015/314 approving and authorizing the Public Works Director, or designee, to fully close a portion of Alhambra Valley Road, near the intersection of Bear Creek Road, for a period not to exceed four (4) weeks, between August 25, 2015 and October 31, 2015, except for emergency traffic, for the purpose of constructing the Alhambra Valley Road Safety Improvements Project, Martinez area. (26% Highway Safety Improvement Program Funds, 24% High Risk Rural Road Funds, 24% Proposition 1B, and 26% Local Road Funds)

Engineering Services

- C. 3** ADOPT Resolution No. 2015/311 approving the Parcel Map and Subdivision 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. 4** 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 0.86 acres of land on the northwest side of the Buchanan Field Airport. (100% Airport Enterprise Fund)
- C. 5** ADOPT Resolution No. 2015/310 approving an application to the California Natural Resources Agency to obtain a grant for the Three Creeks Parkway Project under the California River Parkways Act of 2004, as recommended by the Chief Engineer, Flood Control & Water Conservation District, Brentwood area. (11% California River Parkways Funds, 22% American Rivers Funds, 17% other state grant funds, and 50% Flood Control and Water Conservation District Funds)

Claims, Collections & Litigation

- C. 6** DENY claims filed by Kimo Barham by and through his Guardian ad Litem, Saylean Barham, Yolanda Dozier, A.W. by and through her Guardian ad Litem, Nicole Brown, Wendy Kochersperger (2), Jeff Loubet, Evan Luc Plihon, a minor, by and through his Guardian ad Litem, Dorianne Plihon, Christopher Alcantar and his heirs Monica Alcantar Ramirez, Alfonso Gonzalez Espinosa, Johnathan Perez and Edgar Rafael Gonzalez, and DENY Application to File Late Claim Claimant for Lee Reisch.

Statutory Actions

- C. 7** ACCEPT Board members' meeting reports for July 2015.

Honors & Proclamations

- C. 8** ADOPT Resolution No. 2015/305 recognizing September 21-27, 2015 as Falls Prevention Awareness Week in Contra Costa County, as recommended by Supervisor Andersen.
- C. 9** ADOPT Resolution No. 2015/312 recognizing the County's effort to improve overall facility efficiency by replacing 1,320 fluorescent lamps with LED lighting at the Contra Costa County Regional Medical Center and for receiving a rebate check from Pacific, Gas and Electric, as recommended by the Public Works Director, Martinez area. (No fiscal impact)
- C. 10** ADOPT Resolution No. 2015/323 honoring Senator Steven M. Glazer as State Senator for the 7th Senate District, as recommended by Supervisor Andersen.

Ordinances

- C. 11** ADOPT Ordinance No. 2015-20 amending 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, as recommended by the County Administrator.

Appointments & Resignations

- C. 12** REAPPOINT James Giacomini to the District IV seat of the Assessment Appeals Board, as recommended by Supervisor Mitchoff.
- C. 13** REAPPOINT Arthur Walenta to the District I seat of the Assessment Appeals Board, as recommended by Supervisor Gioia.
- C. 14** REAPPOINT Barbara Cappa to the District II seat on the First 5 Contra Costa Children and Families Commission, as recommended by Supervisor Andersen.

Intergovernmental Relations

- C. 15** AUTHORIZE the Chair of the Board of Supervisors to sign a letter of interest to accept \$125,000 funding from the California Board of State and Community Corrections to provide grants to non-governmental entities that provide community recidivism and crime reduction services, as recommended by the Public Protection Committee. (100% State)
- C. 16** RATIFY the support letter from the Chair of the Board for ABX1 9 (Levine): Richmond-San Rafael Bridge, a bill that would temporarily restore the third eastbound lane on State Highway Route 580 from the beginning of the Richmond-San Rafael Bridge in the County of Marin to Marine Street in the County of Contra Costa to automobile traffic and temporarily convert a specified portion of an existing one-way bicycle lane along the north side of State Highway Route 580 in the County of Contra Costa into a bidirectional bicycle and pedestrian lane, as recommended by the County Administrator.

Personnel Actions

- C. 17** ADOPT Resolution No. 2015/294, which supersedes Resolution Nos. 2009/310, 2009/380, 2014/227 and 2014/376 to modify benefits language and add Step 2 at \$12.00 per hour to the salary schedule of the WEX Trainee (unrepresented) classification for participants in the CalWORKS specialized training programs and Workforce Investment Act in the Employment and Human Services Department. (100% Federal)

- C. 18** ADOPT Position Adjustment Resolution No. 27133 to increase the hours of one Information Systems Assistant-II (represented) position from part time (32/40) to full time and one position from permanent intermittent to full time in the Health Services Department. (100% Hospital Enterprise Fund I)
- C. 19** ADOPT Position Adjustment Resolution No. 21734 to increase the hours of one Licensed Vocational Nurse (represented) position from part time (32/40) to full time, one Occupational Therapist II (represented) position from part time (26/40) to part time (28/40), and one Dietitian (represented) position from part time (16/40) to full time in the Health Services Department. (100% Hospital Enterprise Fund I)

Grants & Contracts

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

- C. 20** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Jewish Vocational Services to pay the County an amount not to exceed \$70,000 for Workforce Innovation and Opportunity Act internship training of program participants for the period July 1, 2015 through June 30, 2016. (No County match)
- C. 21** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with California Health Advocates, to pay the County an amount not to exceed \$4,000 for Senior Medicare Patrol volunteer liaison services for the period July 27, 2015 through June 30, 2016. (No County match)
- C. 22** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Public Works Director, a blanket purchase order with Kelly Paper in the amount of \$399,990 for paper products and printing related items, for the period August 16, 2015 through August 15, 2017, Countywide. (100% Department User Fees)
- C. 23** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the U.S. Department of Housing and Urban Development to receive McKinney-Vento funding, payable to the County in an amount not to exceed \$200,100 to administer the Permanent Connections Supportive Housing Program, for the period July 1, 2015 through June 30, 2016. (25% County match required)
- C. 24** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the U.S. Department of Housing and Urban Development, to pay the County an amount not to exceed \$173,567 to administer the McKinney-Vento Rapid Re-housing Assistance Project, for the period July 1, 2015 through June 30, 2016. (25% County match required)

- C. 25** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the U.S. Department of Housing and Urban Development, to pay the County an amount not to exceed \$175,596 to administer the Homeless Management Information System Project, for the period July 1, 2015 through June 30, 2016. (25% County match required)
- C. 26** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Department of Resources Recycling and Recovery, to pay the County an amount not to exceed \$25,983 in Local Enforcement Agency assistance funds for services provided through the Department's Environmental Health Division Solid Waste Program, for the period July 1, 2015 through October 28, 2016. (No County match)
- C. 27** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to apply for and accept the 2015 Minor Decoy/Shoulder Tap grant from the California Department of Alcoholic Beverage Control, in an amount not to exceed \$10,000, to fund proactive enforcement targeting the unauthorized sale of alcoholic beverages by businesses within the county for the period October 1, 2015 through September 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. 28** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Valleycrest Landscape Maintenance, Inc., in an amount not to exceed \$2,000,000 for installation of drought resistant landscaping projects, for the period July 1, 2015 through June 30, 2018, Countywide. (100% General Fund)
- C. 29** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Dominguez Landscape Services, Inc., in an amount not to exceed \$2,000,000 for drought resistant landscaping projects, for the period July 1, 2015 through June 30, 2018, Countywide. (100% General Fund)
- C. 30** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Johnson & Johnson Health & Wellness Solutions, Inc., including modified indemnification language, in an amount not to exceed \$225,000 to provide web-based online health risk assessment services to Contra Costa Health Plan (CCHP) members, for the period June 1, 2015 through May 31, 2018. (100% CCHP Enterprise Fund II)

- C. 31** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Compliance Services, LLC, to extend the term from May 6, 2015 to May 6, 2020, and increase the payment limit by \$425,000 to a new payment limit of \$1,070,000, for continuing reporting and monitoring of affordable housing properties. (73% Bond Administrative Funds, 22% HOME, 4% Community Development Block Grant, 1% Redevelopment Agency)
- C. 32** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Employment and Human Services Director, a purchase order with Carousel Industries, Inc., in an amount not to exceed \$192,523 for the maintenance of the Verint Voice System and Avaya Voice System, for the period July 30, 2015 through July 29, 2016. (10% County; 45% State; 45% Federal)
- C. 33** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Muhammad Raees, M.D., effective June 1, 2015, to increase the payment limit by \$30,000 to a new payment limit of \$130,000 to provide additional pulmonology care at Contra Costa Regional Medical and Health Centers, with no change in the original term of September 1, 2014 through August 31, 2015. (100% Hospital Enterprise Fund I)
- C. 34** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an contract amendment with The Greeley Company, Inc., effective August 1, 2015, to increase the payment limit by \$230,000 to a new payment limit of \$992,800, to provide additional utilization review and case management consulting services to the Contra Costa Health Plan (CCHP), with no change in the original term of September 1, 2013 through December 31, 2015. (100% CCHP Enterprise Fund II)
- C. 35** APPROVE clarification of Board action of July 7, 2015 (C.86), approving a contract with the R.E.A.C.H. Project for the provision of drug abuse prevention and treatment services at Contractor's facilities throughout East County, to specify that the correct payment limit for the contract is \$630,875, rather than \$628,660, for the period July 1, 2015 through June 30, 2016, as recommended by the Health Services Director. (73% Federal Substance Abuse Prevention and Treatment Set-Aside Grants; 11% Drug Medi-Cal Realignment; 11% Federal Drug Medi-Cal; 5% Probation Department)
- C. 36** AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract with Vila Construction Co. in the amount of \$489,650 for tenant improvements at 2530 Arnold Drive, Suite 350, Martinez, for the Health Services Department. (100% Enterprise Fund I)

Other Actions

- C. 37** ACCEPT the July 2015 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.
- C. 38** REFER to the Internal Operations Committee and review of the County's PACE program operating agreement for possible amendment, as recommended by Supervisor Andersen.
- C. 39** APPROVE the response to Civil Grand Jury Report No. 1511, "County Timekeeping Practices", 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. 40** ADOPT Resolution No. 2015/308 amending the County Debt Management Policy to include updated disclosure requirements and procedures, as recommended by the County Administrator. (No fiscal impact)
- C. 41** 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. 42** APPROVE response to Civil Grand Jury Report No. 1508, entitled "The Underutilization of the Marsh Creek Detention Facility" and DIRECT the Clerk of the Board to forward the response to the Superior Court no later than August 26, 2015, as recommended by the County Administrator.

GENERAL INFORMATION

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

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less than 72 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours.

All matters listed under CONSENT ITEMS are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Board votes on the motion to adopt.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of

Supervisors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913.

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106.

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

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

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

www.co.contra-costa.ca.us

STANDING COMMITTEES

The **Airport Committee** (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 - CANCELED		
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	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 special meeting	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
CCCPCPD (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 (CCCPCPD) 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
ECCPCPD 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 Twa, County Administrator
Date: August 25, 2015

Subject: Contract Renewals with the Non PERS Health Plan and High Deductible Health Plan proposal

RECOMMENDATION(S):

AUTHORIZE the County Administrator or designee to execute contract renewals with the Non PERS Health Plan, Dental Plan and Life Insurance Plan carriers and the Computer Vision Care Program at the percentage of rate increases or decreases listed below, for the period January 1, 2016 through December 31, 2016.

AUTHORIZE the County Administrator or designee to add a High Deductible Health Plan (HDHP) at the rates, benefits and coverage described below, for the period January 1, 2016 through December 31, 2016.

FISCAL IMPACT:

The fiscal impact is based on the Management Resolution, Memoranda of Understanding and employee/retiree census data as of July 1, 2015. Premiums for active and retired members are funded by a combination of employee/retiree/survivor contributions and charges to County Departments and Special Districts. For plan year 2016, the cost/subsidy increase to the County and Special Districts for County (Non PERS) health plans is approximately \$573,026. Also for plan year 2016, the total cost for health and dental premium contributions

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☒ 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 25, 2015

Contact: Theresa Speiker
925-335-1096

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

By: , Deputy

cc: Ann Elliott, Employee Benefits Manager

FISCAL IMPACT: (CONT'D)

for County-sponsored plans and CalPERS plans is projected to be \$174.9 million, of this amount \$122.4 million is the projected County cost; \$52.5 million is the projected cost to employees, retirees and survivors of retired employees.

BACKGROUND:

Insurance coverage is an important benefit and a valuable recruitment and retention tool. To ensure that high quality insurance is available for Contra Costa County's eligible employees, the County contracts for group health, dental and life insurance as well as computer vision care coverage on an annual basis with a number of carriers/providers. The County's existing insurance and coverage contracts are for calendar year January 1 through December 31; current contracts will expire December 31, 2015. In order to ensure uninterrupted coverage for enrolled members (eligible active employees, retired employees and survivors of retired employees) this documentation seeks authorization from the Board of Supervisors (BOS) to renew existing insurance coverage at the percentage rates of increases or decreases listed below.

In addition, the BOS is being requested to authorize the CAO or designee to a new High Deductible Health Plan (HDHP). This new group health insurance plan will cover calendar year January 1, 2016 through December 31, 2016 and be offered to eligible county employees during open enrollment in 2015 for plan year 2016. A summary description of the plan design, copays, deductibles and 2016 rates has been provided by Buck Consultants, the County's insurance and benefits consulting firm and is attached. Offering this coverage helps the County have available a low cost health insurance plan that provides minimum essential health benefits as specified in the Affordable Care Act and meeting the coverage requirements in the law.

Due to its size, Contra Costa County is required to perform other post-employment benefit (OPEB) actuarial evaluations every two years. The most recent evaluations were performed with data gathered in September 2014. These actuarial valuations cover a 30 year period and include several assumptions. One of the assumptions is the medical inflation rate. The actuarial assumed medical inflation rate that will be included in the January valuation for 2016 is 5.75%-6.50%, based on Plan elections; dental costs are assumed to increase 4.0% annually. For more information regarding Contra Costa County's OPEB liability, please visit the County's website at <http://www.co.contra-costa.ca.us>.

Buck Consultants National Healthcare Trend Survey indicates national trends of roughly 8.0% premium increases for HMO plans and 8.6% for PPO plan designs similar to those offered by Contra Costa County and a 4.5% national trend increase for Medicare supplement plans. The survey notes that all amounts reflect national averages and that Northern California trend increases tend to be higher than the national averages.

The County is able, for 2016, to offer employees, retirees and survivors a number of health insurance plans at rates that will increase below or slightly above the amount that Buck Consultants has identified as the national rate increase averages. Carriers have documented their proposed rate increases or decreases based on actual experience in providing coverage to enrollees/members during 2015. All health insurance contracts continue to offer essential health benefits and coverage compliant with the requirements of the Affordable Care Act (ACA). For comparison purposes, attachment two shows that the average increase in premiums by CCHP in relation to the other carriers for 2001 through the proposed rates for 2016. During these years, the CCHP increase has been within the same range as our other County-Sponsored Health Insurance Providers, and in some cases at a lower percent. Proposed rates for 2016 plan year in the dental, life insurance or computer vision care coverage offered to eligible employees, retirees or survivors of employees are indicated below and are not proposed to increase.

The following coverage is recommended for renewal or authorization at the rate increases or decreases listed below, effective January 1, 2016.

EXISTING PLANS and PERCENTAGE of RATE INCREASE or DECREASE

Non Medicare Plans

Contra Costa Health Plan A 8.3%

Contra Costa Health Plan B 8.3%

Health Net HMO Plan A 9.3%
Health Net HMO Plan B 9.3%
Kaiser Permanente Plan A 1%
Kaiser Permanente Plan B 3%
Health Net CA & Nat'l PPO Plan A 11.8%
Health Net CA & Nat'l PPO Plan B 11.8%

Medicare Coordination of Benefit Plans
Contra Costa COB Health Plan A 4.55%
Contra Costa COB Health Plan B 4.55%
Health Net COB Plan 6.52%
Health Net CA & Nat'l COB PPO Plan A 3.25%
Health Net CA and Nat'l COB PPO Plan B 3.25%

Medicare Senior Advantage Plans
Health Net Seniority Plus Plan A 3.5%
Health Net Seniority Plus Plan B 3.5%
Kaiser Senior Advantage Plan A 2.49%
Kaiser Senior Advantage Plan B 2.49%

Dental
Delta Dental Premier ASO Fees guaranteed
through 1/1/2018 No change
Delta Dental Claims Fees No change
Delta Care (Formerly PMI) guaranteed through
1/1/2018 No change

Life Insurance
ING Basic and Supplemental Life Program
guaranteed through 1/1/2018 No change

Computer Vision Care Program
VSP Computer Vision Care Plan guaranteed
through 1/1/2018 -4% (decrease)

NEW HEALTH INSURANCE PLAN and BASE PREMIUM for 2016

High Deductible Health Plan
Kaiser HDHP Single \$530.12
Family \$1,235.18

CONSEQUENCE OF NEGATIVE ACTION:

In order to prevent the disruption of services for group benefits that are offered to eligible employees and their dependents it is necessary to execute contract renewals for open enrollment, which is planned to be conducted in September and October for the 2016 plan year. Not authorizing the new HDHP coverage with Kaiser will mean that the County will lack one option to comply with several of the requirements or guidelines currently in the Affordable Care Act.

CHILDREN'S IMPACT STATEMENT:

None.

ATTACHMENTS

Average Increase Premiums

AVERAGE INCREASE in HEALTH INSURANCE PREMIUMS

	2016	Increases 2001 - 2016	Increases 2006 to 2016
	<u>Proposed</u>	<u>Average</u>	<u>Average</u>
CCHP A	8.30%	8.32%	5.81%
CCHP B	8.30%	8.30%	5.85%
HN A	9.30%	11.83%	9.61%
HN B	9.30%	5.07% (5 years)	5.07% 2012-2016
HN PPO A	11.80%	7.97%	8.38%
HN PPO B	11.80%	7.69% (5 years)	7.69% 2012-2016
K HMO A	1.00%	8.80%	6.59%
K HMO B	3.00%	0.69% (5 years)	0.69% 2012-2016

CONTRA COSTA COUNTY

Kaiser - HDHP

High Deductible Health Plan Design:

Annual Deductible (EE Only/Family)	\$1,500/\$3,000
Annual Out of Pocket Maximum (EE Only/Family)	\$3,000/\$6,000
Inpatient Coinsurance	10% coinsurance*
Office Visit Coinsurance	10% coinsurance*
Emergency Room Visits	10% coinsurance*
Routine Physical Maintenance Exams	No charge
Well-child preventive exams (to 23 months)	No charge
Prescription Medication	\$10 generic/\$30 brand*
Mail Order Prescriptions - 100 day supply	\$20 generic/\$60 brand*

* All charges except physical maintenance/preventive care are paid after the deductible

Proposed 2016 Monthly Premium Rates

Single	\$530.12
Family	\$1,235.18

Highlight of HDHP features:

1. All benefits covered under a HDHP are paid after the deductible has been met
2. Only approved preventive care can be paid before the deductible is met
3. Kaiser advises the HDHP is qualified to allow participants to contribute to a Health Savings Account
4. All services must still be received from Kaiser to be covered
5. Employee only coverage incurs the individual limits - all others must satisfy family limits
6. The HDHP design and benefits meets all Affordable Care Act guidelines and requirements

Dated: August 6, 2015

Prepared from data supplied by Buck Consultants for Contra Costa County



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
From: David Twa, County Administrator
Date: August 25, 2015

Subject: Memorandum of Understanding between CCC Fire Protection District and United Chief Officers Association (UCOA)

RECOMMENDATION(S):

ADOPT Resolution No. 2015/4 approving the Memorandum of Understanding (MOU) between Contra Costa County Fire Protection District and United Chief Officers Association (UCOA) implementing negotiated wage agreements and other economic terms and conditions of employment beginning July 1, 2014 through June 30, 2017.

FISCAL IMPACT:

The estimated cost of the negotiated contract is \$227,500 for FY 2015/16 (\$192,500 from the 6% wage increase for eleven months and \$35,000 from the 2% wage increase for six months, \$96,000 of the total is pension cost); \$387,000 for FY 2016/17 (\$280,000 from the previous fiscal year's wage increases, \$102,000 of this is pension cost, \$70,000 from the 2% increase as of July 1, 2016 and \$43,000 for a 2.5% longevity differential as of January 1, 2017). The estimated cost of the three year contract is \$615,000. The negotiated change to healthcare cost sharing reduces future healthcare cost increases beginning January 1, 2017. Implementation of a change in the Cost of Living Adjustment (COLA) to the pension benefit for employees who become members of the Contra Costa County Employees' Retirement Association (CCCERA) on and after January 1, 2016, is intended to result in long term savings for both the employee and the County.

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 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, Lisa Lopez, Assistant Director of Human Resources, Jeff Carman, Chief CCCFPD

BACKGROUND:

United Chief Officers Association (UCOA) began bargaining with Contra Costa County Fire Protection District June 6, 2014. A Tentative Agreement was reached on August 13, 2015. The resulting Memorandum of Understanding (MOU), which is attached, include modifications to the bargaining unit, wages, retirement, healthcare, and other benefit changes. In summary, those changes are as follows:

- Term (Section 35.4)
 - The term of the agreement is July 1, 2014 – June 30, 2017.
- Preamble (Preamble and Personnel/Operational Policies)
 - The preamble was updated to include select Personnel Bulletins and the number associated with each bulletin.
- Definitions (Definitions Section)
 - Temporary employment was deleted from this section as UCOA does not represent temporary employees.
- Salaries (Section 5)
 - Effective on August 1, 2015, the base rate of pay for all classifications will be increased by six percent (6.0%).
 - Effective on January 1, 2016, the base rate of pay for all classifications will be increased by two percent (2.0%).
 - Effective on July 1, 2016, the base rate of pay for all classifications will be increased by two percent (2.0%).
- Longevity (Section 26.1)
 - Effective January 1, 2017, employees who have completed twenty (20) years of appointed service for the District shall be eligible to receive a two and one-half percent (2.5%) longevity differential.
- Retirement (Section 21)
 - Language has been added to the agreement regarding retirement benefits for persons who become new members of CCCERA on or after January 1, 2013, as governed by the California Public Employees' Pension Reform Act of 2013 (PEPRA).
 - Language has been added to specify a two percent (2%) Cost of Living Allowance (COLA) for PEPRA Tier employees who become new members of CCCERA on or after January 1, 2016.
- Health and Welfare, Life and Dental Care (Section 14)
 - For the plan year that begins on January 1, 2016, the District will contribute up to an amount equivalent to 80% of the 2016 CalPERS Kaiser premium.
 - For the plan year that begins on January 1, 2017, the District will pay a monthly premium subsidy for each health plan that is equal to the actual dollar monthly premium subsidy that is paid by the District for that plan as of November 30, 2016. If there is an increase in the monthly premium charged by a health plan for 2017, the District and the employee will each pay fifty percent (50%) of that increase. For each plan year thereafter, and for each plan, the District and the employee will each pay fifty (50%) of the monthly premium increase above the 2016 plan premiums.
- Delta and PMI Delta Care
 - For the plan year that begins on January 1, 2016, the District will pay a monthly premium subsidy for each dental plan that is equal to the actual dollar monthly premium subsidy that is paid by the District as of November 30, 2015. In addition, if there is an increase in the monthly premium charged by a dental plan for 2016, the District and the employee will each pay fifty percent (50%) of that increase. For each plan year thereafter, the District and the employee will each pay fifty percent (50%) of the monthly premium increase above the 2015 plan premium.
- Dental Only
 - Employees who elect dental coverage as stated above without health coverage will pay one cent (\$.01) per month for such coverage. Beginning on January 1, 2016, the District will pay a monthly dental premium subsidy for each dental plan that is equal to the actual dollar monthly premium subsidy that is paid by the District for 2015. If there is an increase in the premium charged by a dental plan for 2016, the District and the employee will each pay fifty percent (50%) of the increase. For each plan year thereafter, the District and the employee will each pay fifty percent (50%) of the premium increase that is above the 2015 plan premium.

- Retirement Dental Coverage (Section 14.11.A.2)
 - For employees hired on or after January 1, 2015, no monthly premium subsidy will be paid by the District for any dental plan after they separate from District employment.
- Holidays (Section 9)
 - Revised how part-time employees accrue personal holiday credit.
 - Updated language to reflect personal holiday accruals can be taken in one minute increments.
- Days & Hours of Work/Timekeeping Waiver (Section 28)
 - A new section was added to define work schedules, workweeks, automated timekeeping implementation and pay practice waiver.
- Overtime Compensation (Section 6.1)
 - Language was added to comply with State Mutual Aid reimbursement.
- Vacation Leave/Sick Leave (Section 10/Section 11)
 - Credits to and charges against sick leave/vacation shall be made in minimum amounts of one (1) minute increments.
- Pay Warrant Errors (Section 5.14)
 - Pay errors recovery time is six (6) months; repayment schedules for overpayments shall be no longer than three (3) times the length of time the overpayment occurred.
- Performance Evaluations (Section 5.3)
 - A performance evaluation is required annually on or about an employee's anniversary date.
- Uniform Allowance (Section 24)
 - The uniform allowance increased from \$50 per month to \$54.50 per month.
- Continuous Work Hours (Section 29)
 - The maximum number of continuous hours was reduced from 120 to 96.
- Deferred Comp Incentive (Section 26.2)
 - Language updated to reflect the applicable District supplement if an employee discontinues contributions or contributes less than the required amount per month.
- Scope of Agreement (Section 35)
 - Any past side letters or any other agreements that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Directors.

CONSEQUENCE OF NEGATIVE ACTION:

Employees will continue to work without a contract.

ATTACHMENTS

Resolution No. 2015/4

UCOA MOU 7/1/14 thru 6/30/17

Comprehensive Mediation Agreement

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

Adopted this Resolution on 08/25/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2015/4

IN THE MATTER OF: The Memorandum of Understanding (MOU) between Contra Costa County Fire Protection District (District) and United Chief Officers Association (UCOA).

The Contra Costa County Board of Supervisors acting solely in its capacity as ex-officio Governing Board of the Contra Costa County Fire Protection District RESOLVES THAT:

The Memorandum of Understanding (MOU) between Contra Costa County Fire Protection District and United Chief Officers Association (UCOA) providing for wages, benefits and other terms and conditions of employment for the period of July 1, 2014 through June 30, 2017, for those classifications represented by the United Chief Officers Association is ADOPTED. A copy of the MOU is attached.

I hereby certify that this 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: Lisa Driscoll, County Finance Director (925) 335-1023

ATTESTED: August 25, 2015

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

By: , Deputy

cc: Robert Campbell, County Auditor-Controller, Lisa Lopez, Assistant Director of Human Resources, Jeff Carman, Chief CCCFPD

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
AND
UNITED CHIEF OFFICERS ASSOCIATION



JULY 1, 2014 – JUNE 30, 2017

UNITED CHIEF OFFICERS ASSOCIATION

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY
FIRE PROTECTION DISTRICT
AND
UNITED CHIEF OFFICERS ASSOCIATION**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Board of Supervisors Resolution 81/1165 and has been jointly prepared by the parties.

The Employee Relations Officer (County Administrator) is the representative of the Contra Costa County Board of Supervisors in its capacity as ex-officio Governing Board of the Contra Costa County Fire Protection District as provided in Board Resolution 81/1165.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the Fire Management Unit and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on matters relating to the employment conditions and employer-employee relations covering such employees.

For the purposes of this Memorandum of Understanding, Fire Protection District UCOA Personnel Bulletins on the subject of Time Off to Vote (4), Sick Leave (2), Smoking (24), Violence in the Workplace (23), Address & Telephone Numbers (33), Political Activities (32), Sexual Harassment (31), Driver's License (35), and Facilities, Vehicles & Equipment (34) are incorporated by reference to this Memorandum of Understanding and are made a part hereof as if fully set forth herein.

This Memorandum of Understanding shall be presented to the Contra Costa County Board of Supervisors in its capacity as ex-officio Governing Board of the Contra Costa County Fire Protection District as the joint recommendation of the undersigned for terms and conditions of employment for the term set forth herein.

In the event provisions of this Memorandum of Understanding contradict any resolution, administrative bulletin or personnel rules of the County or District, the terms of this Memorandum of Understanding shall prevail.

DEFINITIONS

DEFINITIONS

- A. Appointing Authority: Fire Chief unless otherwise provided by statute or ordinance.
- B. Association: The United Chief Officers Association of the Contra Costa County Fire Protection District (UCOA).
- C. Board: Board of Supervisors in its various capacities.
- D. Class: a group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.
- E. Class Title: the designation given to a class, to each position allocated to the class, and to the employees allocated to the class.
- F. County: Contra Costa County.
- G. Demotion: the change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied except as provided for under "Transfer" or as otherwise provided for in this Memorandum of Understanding or in the Personnel Management Regulations.
- H. District: Contra Costa County Fire Protection District.
- I. Director of Human Resources: the person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.
- J. Eligible: any person whose name is on an employment or reemployment or layoff list for a given class.
- K. Employee: a person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this Memorandum of Understanding and whose position is held pending the employee's return.
- L. Employment List: a list of persons, who have been found qualified for employment in a specific class.
- M. Layoff List: means a list of persons who have occupied positions allocated to a class in the Merit System and who have been involuntarily separated by layoff or displacement; or demoted by displacement; or have voluntarily demoted in lieu of layoff or displacement; or have transferred in lieu of layoff or displacement.
- N. Merit System: the Contra Costa County Merit System.

- O. Permanent-Intermittent Position: any position which requires the services of an incumbent for an indefinite period but on an irregularly scheduled, less than full-time basis.
- P. Permanent Part-Time Position: any position which will require the services of an incumbent for an indefinite period but on a regularly scheduled, less than full-time basis.
- Q. Personnel: the same as employee.
- R. Permanent Position: any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.
- S. Project Employee: an employee who is engaged in a time-limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from District revenues.
- T. Promotion: the change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as provided for under "Transfer" or as otherwise provided for in this Memorandum of Understanding or in the Personnel Management Regulations.
- U. Position: the assigned duties and responsibilities calling for the regular full-time, part-time or intermittent employment of a person.
- V. Reallocation: the act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five (5) percent of the top step, except as otherwise provided for in the Personnel Management Regulations or other ordinances.
- W. Reclassification: the act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.
- X. Reemployment List: a list of persons, who have occupied positions allocated to any class in the merit system and, who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.
- Y. Resignation: the voluntary termination of permanent employment with the District.
- Z. Transfer: the change of an employee who has permanent status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a range on the salary plan that is within five (5) percent at top step as the class previously occupied by the employee.

SECTION 1 – RECOGNITION

SECTION 1 – RECOGNITION

1.1 Association Recognition. The Association is the formally recognized employee organization for the Fire Management Unit and such organization has been certified as such pursuant to Chapter 34-12 of Board of Supervisors' Resolution 81/1165 by Board Order dated December 1, 1998. Represented classes in this unit are:

Battalion Chief (RPHA, RPHE)
Chief, Fire Emergency Medical Services (RPHD)
Fire Training Chief (RWHA)

1.2 Name. The United Chief Officers Association of the Contra Costa County Fire Protection District shall at times be referred to herein as "Association".

SECTION 2 - ASSOCIATION SECURITY

2.1 Dues Deduction. Pursuant to Resolution 81/1165 Chapter 34-26 only a majority representative may have dues deduction and as such the Association has the exclusive privilege of dues deduction for all members in its unit.

Dues deduction shall be based on the voluntary written authorization of the employee which shall remain in effect so long as the employee remains in a unit represented by the Association unless such authorization is canceled in writing by the employee in accordance with the provisions set forth in Section 2.4 – Withdrawal of Membership. The dues deduction shall be for a specified amount and uniform between members of the Association. The Association shall indemnify, defend, and hold the District harmless against any claims made and against any suit instituted against the District on account of dues deduction. The Association shall refund to the District any amounts paid to it in error upon the presentation of supporting evidence.

2.2 Association Dues Form. Employees hired in classifications assigned to the unit represented by the Association shall, as a condition of employment at the time of employment, complete an Association dues authorization card provided by the Association and shall have deducted from their paychecks the membership dues of the Association. Said employees shall have thirty (30) days from the date of hire to decide if they do not want to become a member of the Association.

Such decision not to become a member of the Association must be made in writing to the Auditor-Controller with a copy to the Labor Relations Service Unit within said thirty (30) day period. If the employee decides not to become a member of the Association, any Association dues previously deducted from the employee's paycheck during that thirty (30) day period shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Association. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, the employee shall be deemed to have voluntarily agreed to pay the dues of the Association. Each such dues authorization form referenced above shall include a statement that the Association and the District have entered into a Memorandum of Understanding, that the employee is required to authorize payroll

deductions of Association dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above. Each such employee shall, upon written completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of the employee's right to revoke said authorization.

2.3 Maintenance of Membership. All employees in the unit represented by the Association who are currently paying dues to the Association and all employees in such units who hereafter become members of the Association shall, as a condition of continued employment, pay dues to the Association for the duration of this Memorandum of Understanding and each year thereafter so long as the Association continues to represent the position to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.4.

2.4 Withdrawal of Membership. By notifying the Auditor-Controller's Department in writing, between May 1 to May 31 of any year, any employee may withdraw from Association membership and discontinue paying dues as of the payroll period commencing June 1st, and reflected in the July 10th paycheck. Immediately upon the close of the above-mentioned thirty (30) day period, the Auditor-Controller shall submit to the Association a list of the employees who have rescinded their authorization for dues deduction.

2.5 Communicating With Employees. The Association shall be allowed to use designated portions of bulletin boards or display areas in public portions of District buildings or in public portions of offices in which there are employees represented by the Association, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the Association appropriately posts and removes the information. The Fire Chief reserves the right to remove objectionable materials.

Representatives of the Association, not on District time, shall be permitted to place a supply of employee literature at specific locations in District buildings if arranged through the Employee Relations Officer; said representatives may distribute employee organization literature in areas designated by the Fire Chief if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress.

Such placement and/or distribution shall not be performed by on-duty employees.

The Association shall be allowed access to work locations in which it represents employees for the following purposes:

- A. to post literature on bulletin boards;
- B. to arrange for use of a meeting room;
- C. to leave and/or distribute a supply of literature as indicated above;

SECTION 2 - ASSOCIATION SECURITY

- D. to represent an employee on a grievance, and/or to contact an Association officer on a matter within the scope or representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the Fire Chief or designee(s) and the visit will not interfere with the District services.

2.6 Use of District Buildings. The Association shall be allowed the use of areas normally used for meeting purposes for meetings of District employees during non-work hours when:

- A. such space is available and its use by the Association is scheduled twenty-four (24) hours in advance;
- B. there is no additional cost to the District;
- C. it does not interfere with normal District operations;
- D. employees in attendance are not on duty and are not scheduled for duty;
- E. the meetings are on matters within the scope of representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Association shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition. The use of District equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, and whiteboards) is strictly prohibited, even though it may be present in the meeting area.

2.7 Advance Notice. The Association shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions designated by the Board, and to meet with the body considering the matter.

The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

In cases of emergency when the Board, or boards and commissions designated by the Board, determines it must act immediately without such notice or meeting it shall give notice and opportunity to meet as soon as practical after its action.

2.8 List of Employees with Dues Deduction. The District shall provide the Association with a monthly list of employees who are paying dues to the Association and a monthly list of employees who are paying health and welfare deductions to the Association.

SECTION 3 – DISCRIMINATION PROHIBITED

2.9 Assignment of Classes to Bargaining Units. The Labor Relations Manager shall assign new classes in accordance with the following procedure:

- a. Initial Determination: When a new class title is established, the Labor Relations Manager shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time shall notify all recognized employee organizations of the determination.
- b. Final Determination: The Labor Relations Manager's determination is final unless within ten (10) days after notification a recognized employee organization requests in writing to meet and confer thereon.
- c. Meet and Confer and other Steps: The Labor Relations Manager shall meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after the ten-day period in subsection (b), unless otherwise mutually agreed. Thereafter, the procedures in cases of agreement and disagreement, arbitration referral and expenses, and criteria for determination shall conform to those in Subsections (d) through (i) of Section 34-12.008 of Resolution 81/1165.

2.10 Written Statement for New Employees. The District will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Association, that the employee's classification is represented by the Association and the name of a representative of the Association. The County will provide the employee with a packet of information, which has been supplied by the Association and approved by the County.

SECTION 3 – DISCRIMINATION PROHIBITED

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation or union activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established for that position or from carrying out the duties of the position safely.

The District and the Association recognize that the District has an obligation in accordance with the Americans with Disabilities Act (ADA) to reasonably accommodate disabled employees. If by reason of the aforesaid requirement the District contemplates actions to provide reasonable accommodation to an individual employee to comply with the ADA which are in conflict with any provision of this MOU, the Association will be advised of such proposed accommodation. Upon request, the District will meet and confer with the Association on the impact of such accommodation. If the District and the Association do not reach agreement, the District may implement the

SECTION 4 - OFFICIAL REPRESENTATIVES

accommodation without further negotiations.

Nothing in this MOU shall preclude the District from taking actions necessary to comply with the requirements of the ADA or of any other State or Federal law governing discrimination, wages or hours. Subject to this provision, the Association may file a management complaint regarding any action by the District under this Section alleged by the Association and the employee(s) as a violation of the MOU.

SECTION 4 - OFFICIAL REPRESENTATIVES

4.1 Attendance at Meetings. Employees designated as official representatives of the Association shall be allowed to attend meetings held by County/District agencies during regular working hours on District time as follows:

- A. if their attendance is required by the District or County at a specific meeting;
- B. if their attendance is sought by a hearing body for presentation of testimony or other reasons;
- C. if their attendance is required for meeting required for settlement of complaints filed pursuant to Section 19 - Management Complaint Procedure, of this Memorandum;
- D. if they are designated as an official representative, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a complaint;
- E. if they are designated as spokesperson or representative of the Association and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the Fire Chief and the District or County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required;
- F. if their attendance does not conflict with Fire District emergency operations.

4.2 Association Representatives. Official representatives of the United Chief Officers Association shall be allowed time off on District time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Labor Relations Manager or other management representatives on matters within the scope of representation, and that advance arrangements for the time away from the work station or assignment are made with the Fire Chief and their attendance does not conflict with Fire District emergency operations.

SECTION 5 - SALARIES**5.1 Wages.**

The wages for all classifications will be as shown in Attachment A – Class and Salary Listing.

- A. Effective on August 1, 2015, the base rate of pay for all classifications represented by the Association will be increased by six percent (6.0%).
- B. Effective on January 1, 2016, the base rate of pay for all classifications represented by the Association will be increased by two percent (2.0%).
- C. Effective on July 1, 2016, the base rate of pay for all classifications represented by the Association will be increased by two percent (2.0%).

5.2 Entrance Salary. New employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range.

5.3 Anniversary Dates. Anniversary dates will be set as follows:

- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.3.A above.
- C. Transfer, Reallocation and Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- D. Reemployments. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.
- E. Notwithstanding other provisions of this Section 5, the anniversary of an employee who is appointed to a classified position from outside the County's merit system at a rate above the minimum salary for the employee's new class,

SECTION 5 - SALARIES

or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first day of the calendar month after the calendar month when the employee was appointed or transferred; provided however, when the appointment or transfer is effective on the employee's first regularly scheduled work day of that month, his/her anniversary is one (1) year after the first calendar day of that month.

F. Performance Evaluation. A performance evaluation is required annually on or about an employee's anniversary date.

5.4 Increments Within Range. The performance of each employee, except those of employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.3 – Anniversary Dates to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary which must be set at the time the original report is returned.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review, the special salary review shall not affect the regular salary review on the next anniversary date.

Nothing herein shall be construed to make the granting of increments mandatory on the District. If the District verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

5.5 Part-Time Compensation. A part-time employee shall be paid a monthly salary in the same ratio to the full-time monthly rate to which the employee would be entitled as a full-time employee under the provisions of this Section 5 as the number of hours per week in the employee's part-time work schedule bears to the number of hours in the full-time work schedule of the District.

5.6 Compensation for Portion of Month. Any employee who works less than any full calendar month, except when on earned vacation, authorized sick leave, or other authorized paid leave shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month; but if the employment is intermittent, compensation shall be on an hourly basis.

5.7 Position Reclassification. An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary

schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification.

An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to a maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.9 Salary on Promotion.

5.8 Salary Reallocation and Salary on Reallocation.

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocated to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in Section 5.8.A above, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.
- C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary received in the old range.

5.9 Salary on Promotion. Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as

SECTION 5 - SALARIES

provided under Section 5.12 – Acting in a Higher Class, shall receive the salary in the new salary range which is next higher than the rate received before the promotion.

In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided however that the next step shall not exceed the maximum salary for the higher class.

In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in that class unless such step results in a decrease in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

5.10 Salary on Involuntary Demotion. Any employee who is demoted, except as provided under Section 5.12 – Acting in a Higher Class, shall have their salary reduced to the monthly salary step in the range for the class of position to which the employee has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary of the lower class.

Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which the employee would have achieved had the employee been continuously in the position to which the employee had been demoted, all within-range increments having been granted.

5.11 Salary on Voluntary Demotion. Whenever any employee voluntarily demotes to a position in a class having a salary schedule lower than that of the class from which the employee demotes, the employee's salary shall remain the same if the steps in the employee's new (demoted) salary range permit, and if not, the new salary shall be set at the step next below former salary.

5.12 Acting in a Higher Class. When an employee is required to work in a higher paid classification, the employee shall receive the higher compensation for such work, pursuant to the County Salary Regulations, plus any differentials and incentives the employee would have received in the employee's regular position. The higher pay entitlement shall begin on the employee's forty-first (41st) consecutive hour in the assignment, for forty (40) hour employees and the fifty-seventh (57th) consecutive hour in the assignment, for fifty-six (56) hour employees.

5.13 Payment. On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due to the employee for the preceding month; provided, however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's

SECTION 6 – ADDITIONAL HOURS

monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw a warrant upon the Treasury in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less at the option of the employee, of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

The election to receive an advance shall be made on or before April 30 or October 31 of each year or during the first month of employment by filing on forms prepared by the Auditor-Controller a notice of election to receive salary advance.

Each election shall become effective on the first day of the month following the deadline for filing the notice and shall remain effective until revoked.

In the case of an election made pursuant to this Section 5.13 all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

5.14 Pay Warrant Errors. If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Department, it is the policy of the Auditor-Controller's Department that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays from the time the Department is made aware of and verifies that the pay warrant is in error. If the pay warrant error has occurred as a result of a mistake by an employee (e.g. payroll clerk) other than the employee who is receiving the pay, the error will be corrected as soon as possible from the time the department is made aware that pay warrant is in error.

Pay errors in employee pay shall be corrected as soon as possible as to current pay rate but no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and proposed repayment schedule, the employee may accept the proposed repayment schedule or may request a meeting through the County Human Resources Department. If requested, a meeting shall be held to determine a repayment schedule which shall be no longer than three times (3) the length of time the overpayment occurred.

SECTION 6 – ADDITIONAL HOURS

6.1 Overtime Compensation. Effective upon ratification, overtime will be paid at the rate of one and one-half (1 ½) times the Battalion Chief (RPHA) base rate of pay (not including shift and other special differentials). Overtime shall only be paid in the following situations:

SECTION 7 – ACTING BATTALION CHIEF ASSIGNMENTS

- A. When a Battalion Chief (RPHA, RPHE) replaces an absent Shift Battalion Chief, provided there is a shift vacancy in a Battalion Chief position and overtime recall is required to maintain staffing levels;
- B. When a represented member is assigned during any of the following circumstances:
 - a. Any incident lasting more than 24 hours within the Operational Area.
 - b. Mutual aid responses outside of the Operational Area where the California Fire Assistance Agreement or other reimbursement mechanism normally applies.
 - i. Trainee assignments that are self-initiated and not reimbursable to the District shall not be compensated.
- C. At the Fire Chief's discretion for anticipated weather events, high fire danger, increased overhead support for planned events, district operations center staffing, or special project work.

The decision to provide or not provide overtime compensation is fully vested in the Fire Chief, whose decision shall be final and not subject to Section 19 – Management Complaint Procedure or other procedures for appeal, either within the County or externally.

6.2 Annual Administrative Leave. Each January 1, employees on a forty (40) hour schedule and fifty-six (56) hour shift employees shall be credited with fifty-five (55) and seventy-seven (77) hours, respectively, of paid administrative leave. This leave time is non-accruable and all balances will be zeroed-out effective December 31, each year. Permanent part-time employees and employees hired after January 1 shall have such leave prorated based upon position hours.

This administrative leave is provided in recognition of those situations outside Section 6.1 above when Chief Officers are expected to work additional hours without receiving overtime pay, such as when responding to emergencies, attending various meetings and working on programs.

SECTION 7 – ACTING BATTALION CHIEF ASSIGNMENTS

Notwithstanding Section 6.1 – Overtime Compensation, except as otherwise provided in this MOU, the Fire Chief retains the right to make Acting Battalion Chief assignments at his sole discretion.

Acting Battalion Chief assignments shall not be made as alternatives to Merit System Promotions.

SECTION 8 – ASSOCIATION NOTIFICATION

When it appears to the Fire Chief and/or Labor Relations Manager that the Board of Supervisors may take action which will result in the layoff of employees represented by the Association, the Labor Relations Manager shall notify the Association of the possibility of such layoffs and shall meet and confer with it regarding the implementation of the action. The District agrees to give employees fourteen (14) calendar days notice of layoff except in case of emergency.

SECTION 9 - HOLIDAYS

9.1 Holidays Observed.

The District will observe the following holidays:

January 1st, known as New Years Day
Third Monday in January, known as Dr. Martin Luther King Jr. Day
Third Monday in February, known as Presidents' Day
The last Monday in May, known as Memorial Day
July 4th, known as Independence Day
First Monday in September, known as Labor Day
November 11th, known as Veteran's Day
Fourth Thursday in November, known as Thanksgiving Day
The Friday after Thanksgiving Day
December 25th, known as Christmas Day

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

9.2 Forty (40) Hour Employees. In observance of holidays, forty (40) hour employees:

1. Observe the ten (10) holidays listed in Section 9.1 above; and
2. Accrue two (2) hours of personal holiday credit per month, up to a maximum accrual of forty (40) hours.

If any holiday listed in Section 9.1 above falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday listed above falls on a Sunday, it shall be celebrated on the following Monday.

9.3 Fifty-Six (56) Hour Employees. In observance of holidays, fifty-six (56) hour employees accrue four (4) hours of personal holiday credit per month, up to a maximum accrual of eighty (80) hours.

9.4 General Terms. Personal holiday time may be taken in increments of one (1) minute. On separation from District service, an employee shall be paid for any unused personal holiday credits at the employee's then current pay rate. When moving between 40 and 56 hour schedules, accrual rates and balances will be converted.

SECTION 10 - VACATION LEAVE

9.5 Permanent Part-Time Employees. Permanent part-time employees shall receive personal holiday credit on a prorated basis and up to a maximum accrual of forty (40) hours.

SECTION 10 - VACATION LEAVE

10.1 General Provisions. Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour, calculated on the same basis as for partial month compensation. Vacation credits may be taken in one (1) minute increments and may not be rounded. Vacation credits may not be taken during the first six (6) months of employment – except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time the vacation is taken.

10.2 Vacation Accrual Rates. The rates at which employees accrue vacation credits and the maximum accumulations thereof are as follows:

40 Hour Employees

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

56 Hour Shift Employees

<u>Length of Service Completed</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 11 years	14	336
11 years	16	384
13 years	17	408
14 years	18	432
15 through 19 years	19	456
20 through 24 years	24	576
25 through 29 years	28	672
30 years and up	33	792

10.3 Accrual During Leave Without Pay. No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

10.4 Pro-rated Accruals. Employees in permanent part-time and permanent-intermittent positions shall accrue vacation benefits on a prorated basis.

10.5 Vacation Buy Back.

- A. Employees may choose reimbursement for up to one-third ($\frac{1}{3}$) of their annual vacation accrual, subject to the following conditions:
- (1) the choice can be made only once in each calendar year;
 - (2) payment shall be based on an hourly rate determined by dividing the employee's monthly salary by 173.3333 (242.6666 for employees working a 56 hour schedule);
 - (3) the maximum number of hours that may be reimbursed in any year is one-third ($\frac{1}{3}$) of the annual accrual.
- B. In those instances where a lump-sum payment has been made to employees in lieu of a retroactive general salary adjustment for a portion of the calendar year, which is subsequent to exercise by an employee of the buy-back provision herein, that employee's vacation buy-back shall be adjusted to reflect the percentage difference in base pay rates upon which the lump-sum payment was computed – provided that the period covered by the lump-sum payment was inclusive of the effective date of the vacation buy-back.
- C. Employees promoted or hired by the County into any classification represented by UCOA on and after April 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by UCOA will retain that benefit after promoting into a classification represented by UCOA.

10.6 Vacation Allowance for Separated Employees. On separation from District service, an employee shall be paid for any unused vacation credits at the employee's then current pay rate.

10.7 Vacation Leave on Reemployment from a Layoff List. Employees with six (6) months or more service in a permanent position prior to their layoff, who are employed from a layoff list, shall be considered as having completed six (6) months tenure in a permanent position for the purpose of vacation leave. The appointing authority or designee will advise the Auditor-Controller's Payroll Unit in each case where such vacation is authorized so that appropriate Payroll system override actions can be taken.

SECTION 11 – SICK LEAVE

SECTION 11 – SICK LEAVE

11.1 Purpose. The primary purpose of paid sick leave is to insure employees against loss of pay for temporary absences from work due to illness or injury. Sick leave is a benefit for use in situations within the scope of sick leave policies and may not be used for vacation or personal activities.

11.2 Credit Accrued and Charges Against Sick Leave. Sick leave credits accrue at the following rates:

1. Shift Personnel Accruals (56-hour week). Sick leave shall be accrued at the rate of twelve (12) hours for each completed month of service.
2. Day Personnel Accruals (40 hour week). Sick leave shall be accrued at the rate of eight (8) hours for each completed month of service.
3. General Terms
 - a. Unused sick leave credits accumulate without limit.
 - b. Credits to and charges against sick leave shall be made in minimum amounts of one (1) minute increments and may not be rounded.
 - c. When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if employee is re-employed in a permanent position within the period of the individual's layoff eligibility.
 - d. As of the date of retirement, an employee's accumulated sick leave is converted to retirement time on the basis of one day of retirement service credit for each day of accumulated sick leave credit according to the policies and regulations of the Retirement Office.

11.3 Policies Governing the Use of Paid Sick Leave.

- A. Definition of Immediate Family. For the purposes of Section 11, immediate family shall be restricted to the spouse, domestic partner, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, stepbrother, stepsister, foster children, aunt, uncle, or cousin of an employee and/or any other person for whom the employee is the legal guardian or conservator or any person who is claimed as "dependent" for IRS purposes by the employee.
- B. Accumulated paid sick leave credits may be used by an employee in pay status in the following instances:

1. Temporary Illness or Injury of an Employee. An employee may use paid sick leave credits when off work because of a temporary illness or injury.

If an employee does not apply for sick leave and the appointing authority believes that the employee is not able to properly perform regularly assigned work or that the general health of the employee is impaired due to disability, the employee may be required to undergo a physical examination by a physician selected by the Fire Chief or the Chief's designated representative, the cost of such examination to be borne by the District. Based upon the medical report, a mandatory sick leave may be imposed upon the employee for the duration of the temporary disability.

2. Permanent Disability Sick Leave. Permanent disability means an employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any District occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
 - a. An application for retirement for disability has been filed with the Retirement Board.
 - b. Satisfactory medical evidence of such disability is received by the appointing authority within 30 days of the start of use of sick leave for permanent disability.
 - c. The appointing authority may review medical evidence and order further examinations as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or when the above conditions have not been met.
3. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
4. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below.
 - a. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the

SECTION 11 – SICK LEAVE

employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate. The District retains the right to a medical review of all requests for such leave.

- b. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform work or that the employee's general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom, the employee shall be required to undergo a physical examination by a physician selected by the District, the cost of which shall be borne by the District. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
 - c. If all accrued sick leave has been utilized by the employee, the employee shall be considered on an approved leave without pay unless the employee chooses to use vacation or other non-sick leave accruals. Sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the District with a written statement from the employee's attending physician stating that the disability continues and the projected date of the employee's recovery from such disability.
5. Medical and Dental Appointments. An employee may use paid sick leave credits:
- a. For working time used in keeping medical and dental appointments for the employee's own care;
 - b. For working time used for prescheduled medical and dental appointments for an immediate family member.
 - c. Employees are responsible to schedule personal and family medical and dental appointments to avoid conflicts with scheduled workdays as much as possible consistent with medical necessity.
 - d. Employees are responsible to notify the District when they have a scheduled medical or dental appointment on a duty day. In any emergency situation, the appropriate supervisor must be contacted immediately.
6. Emergency Care of Family. An employee may use paid sick leave credits for working time used (1) to personally care for an ill or injured immediate family member if there is a real need for someone to render care, no one else is available therefore, and alternative arrangements for the care of the ill or injured person are immediately undertaken; or (2) to be present at the bedside of a seriously ill or injured immediate family member; or (3) to transport an ill or injured immediate family member to receive medical

care if no one else is available to provide transportation. However, the time so charged shall not exceed one shift for 56-hour week employees and two days for 40-hour week employees. This time period limit may be extended at the discretion of the Fire Chief.

7. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner; this shall not exceed three (3) consecutive 24-hour shifts or five (5) consecutive 8-hour working days without the Fire Chief's approval.

11.4 Prohibited Uses of Paid Sick Leave. Accumulated sick leave credits may not be used in the following situations:

1. Self-inflicted Injury. Paid sick leave credits may not be used for time off work for an employee's illness or injury when proven to be purposely self-inflicted or caused by employee's willful misconduct.
2. Vacation. Paid sick leave credits may not be used for employee's illness or injury which occurs while on vacation. However, when extenuating circumstances exist, the Fire Chief may authorize sick leave in place of vacation.
3. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status, i.e., leave of absence, suspension, etc.

11.5 Sick Leave Incentive Plan. Employees shall be eligible for payoff of unused sick leave accruals at separation. This program is an incentive for employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff must be approved by the Director of Human Resources and can be awarded only under the following conditions:

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

<u>Years of Permanent Continuous Completed Service</u>	<u>Percent of Unused Sick Leave Paid</u>
3-5 years	30%
5-7 years	40%
7 plus years	50%

SECTION 12 – NUMBER OF SHIFT BATTALION CHIEFS OFF ON ELECTIVE LEAVE

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

SECTION 12 – NUMBER OF SHIFT BATTALION CHIEFS OFF ON ELECTIVE LEAVE

Only one (1) shift Battalion Chief shall be permitted to take time off on vacation, administrative leave or personal holiday leave per shift at one time provided, however, that the Fire Chief, at his sole discretion, may approve more than one (1) shift Battalion Chief off per shift at one time.

SECTION 13 - LEAVE OF ABSENCE

13.1 Leave Without Pay. Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable state and federal law.

13.2 General Administration - Leaves of Absence. Requests for leave without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

- A. Leave without pay may be granted for any of the following reasons:
 - 1. Illness or disability;
 - 2. pregnancy;
 - 3. parental;
 - 4. to take a course of study such as will increase the employee's usefulness on return to the position;
 - 5. for other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not

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foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.

- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care shall be granted to an employee who so requests it for up to eighteen (18) weeks in each calendar year period in accordance with Section 13.5 below.
- E. Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, or serious health condition, the decision of the appointing authority on granting or denying a leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

13.3 Military Leave. Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof, shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency, shall be granted a leave of absence in accordance with applicable federal or state laws. Upon the termination of such service, or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

13.4 Family Care Leave or Medical Leave. Upon request to the appointing authority, in any rolling twelve (12) month period, any employee who has permanent status shall be entitled to at least twelve (12) weeks leave (less if so requested by the employee) for:

- a. medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or
- b. family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the

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adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

13.5 Certification. The employee may be asked to provide certification of the need for family care leave or medical leave. Additional period(s) of family care or medical leave may be granted by the appointing authority.

13.6 Intermittent Use of Leave. The twelve (12) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The twelve (12) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 13.12 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the twelve (12) week entitlement.

13.7 Aggregate Use for Spouses. In the situation where husband and wife are both employed by the County, the family care of medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of twelve (12) weeks during a rolling twelve (12) month period. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

13.8 Definitions. For medical and family care leaves of absence under this section, the following definitions apply:

- a. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- b. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- c. Spouse: A partner in marriage as defined in California Civil Code Section 4100.
- d. Domestic Partner: A person who is registered as such with the California Secretary of State.
- e. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.
- f. Certification for Family Care Leave. A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:

1. the date, if known, on which the serious health condition commenced;
 2. the probable duration of the condition;
 3. an estimate of the amount of time which the employee needs to render care or supervision;
 4. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
 5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.
- g. Certification for Family Medical Leave. A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
1. the date, if known, on which the serious health condition commenced;
 2. the probable duration of the condition;
 3. a statement that the employee is unable to perform the functions of the employee's job;
 4. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.
- h. Comparable Positions. A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

13.9 Pregnancy Disability Leave. Insofar as pregnancy disability leave is used under Section 11.3 (Sick Leave Utilization for Pregnancy Disability), that time will not be considered a part of the twelve (12) week family care leave period.

13.10 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the District contribution by maintaining their employment in pay status as described in Section 13.11. During the twelve (12) weeks of an approved medical or family care leave under Section 13.4 above, the District will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 13.11. In order to maintain such

SECTION 13 - LEAVE OF ABSENCE

coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

13.11 Leave Without Pay - Use of Accruals.

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 11 - Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or Sick Leave Integration or in the sections below.
- B. Family Care or Medical Leave. During the twelve (12) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 11 - Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.
- C. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 11 - Sick Leave.

13.12 Leave of Absence Replacement and Reinstatement. Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of PMR Part 12 shall apply.

13.13 Reinstatement From Family Care/Medical Leave. In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than 480 hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis. (For example, an employee assigned to a 56-hour work week would be eligible for up to 672 hours under this Section).

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13.14 Salary Review While on Leave of Absence. The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

13.15 Unauthorized Absence. An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE

14.1 Health Plan. The District will provide group health benefits through the California Public Employees' Retirement System (CalPERS) for all permanent full-time employees and permanent part-time employees regularly scheduled to work at least twenty (20) hours per week in classes represented by the Association. The CalPERS health care program, as regulated by the Public Employees' Medical and Hospital Care Act (PEMHCA), regulations issued pursuant to PEMHCA, and the administration of PEMHCA by CalPERS, controls on all health plan issues for employees who receive health care coverage from CalPERS, including, but not limited to, eligibility, benefit plans, benefit levels, minimum premium subsidies, and costs.

14.2 Contra Costa Health Plan (CCHP). Because CCHP has met the minimum standards required under PEMHCA and is approved as an alternative CalPERS plan option, Association members and Consolidated Omnibus Budget Reconciliation Act (COBRA) counterparts may elect to enroll in CCHP under the CalPERS plan rules and regulations.

14.3 CalPERS Health Plan Monthly Premium Subsidy. The District's subsidy to the CalPERS monthly health plan premiums is as provided below. The employee must pay any CalPERS health plan premium costs that are greater than the District's subsidy identified in Section 14.3(A).

A. District Premium Subsidy through November 30, 2015. The District will contribute up to an amount equivalent to eighty percent (80%) of the 2015 CalPERS Kaiser premium at each level (employee only, employee + one, employee + two or more) towards the covered employee's CalPERS or CalPERS Alternative Plan (CCHP) premium.

1. All Health Plans

<u>Coverage Level</u>	<u>Subsidy</u>
Employee Only	\$ 571.56
Employee & One Dependent	\$1,143.12
Employee & Two or more Dependents	\$1,486.06

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- B. District Premium Subsidy Through November 30, 2016. For the plan year that begins on January 1, 2016, the District will contribute up to an amount equivalent to eighty percent (80%) of the 2016 CalPERS Kaiser premium at each level (employee only, employee + one, employee + two or more) towards the covered employee's CalPERS or CalPERS Alternative Plan (CCHP) premium.
- C. District Premium Subsidy On and After December 1, 2016. For the plan year that begins on January 1, 2017, the District will pay a monthly premium subsidy for each health plan that is equal to the actual dollar monthly premium subsidy that is paid by the District for that plan as of November 30, 2016. In addition, if there is an increase in the monthly premium charged by a health plan for 2017, the District and the employee will each pay fifty percent (50%) of that increase. For each plan year thereafter, and for each plan, the District and the employee will each pay fifty (50%) of the monthly premium increase above the 2016 plan premiums.
- D. In the event, in whole or in part, that the above District premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any plan, the District's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

14.4 Dental Plan. The District may, during the term of this MOU, change dental care providers, so long as the level of benefits provided is not reduced.

14.5 District Dental Plan Premium Subsidy On and After January 1, 2014. The District's subsidy to the monthly dental plan premiums shall be as provided below. This subsidy is provided only for permanent full-time and permanent part-time employees regularly scheduled to work at least twenty (20) hours per week. Permanent-intermittent, provisional and permanent part-time employees working less than twenty (20) hours per week may enroll in a dental plan but will not receive the premium subsidy. Any increases in dental plan costs greater than the District's premium subsidy identified below shall be borne by the employee.

- A. District premium subsidy for 2014 and thereafter. For plan years 2014 and thereafter, the District will pay the following monthly premium subsidy:

1. Dental Plans:

<u>Delta Dental</u>	
Single	\$33.11
Family	\$74.59

<u>DeltaCare (PMI)</u>	
Single	\$22.67
Family	\$48.99

SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE

Delta Dental without health plan

Single	\$42.44
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Family	\$95.62
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DeltaCare (PMI) without health plan

Single	\$29.05
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Family	\$62.80
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- B. Delta and PMI Delta Care: For the plan year that begins on January 1, 2016, the District will pay a monthly premium subsidy for each dental plan that is equal to the actual dollar monthly premium subsidy that is paid by the District as of November 30, 2015. In addition, if there is an increase in the monthly premium charged by a dental plan for 2016, the District and the employee will each pay fifty percent (50%) of that increase. For each plan year thereafter, the District and the employee will each pay fifty percent (50%) of the monthly premium increase above the 2015 plan premium.
- C. Dental Only: Employees who elect dental coverage as stated above without health coverage will pay one cent (\$.01) per month for such coverage. Beginning on January 1, 2016, the District will pay a monthly dental premium subsidy for each dental plan that is equal to the actual dollar monthly premium subsidy that is paid by the District for 2015. If there is an increase in the premium charged by a dental plan for 2016, the District and the employee will each pay fifty percent (50%) of the increase. For each plan year thereafter, the District and the employee will each pay fifty percent (50%) of the premium increase that is above the 2015 plan premium.
- D. In the event, in whole or in part, that the above amounts are greater than one hundred percent (100%) of the applicable premium of any plan, for any plan year, the District's contribution will not exceed one hundred percent (100%) of the applicable plan premium.
- E. Eligible Family Members. The following persons may be enrolled as the Eligible Family Members of a dental plan subscriber.
1. Eligible Dependents:
 - a. Employee's legal spouse
 - b. Employee's qualified domestic partner
 - c. Employee's unmarried child who is:
 - i. Under age 19; or
 - ii. Age 19, or above, but under age 24; and
 - a). Resides with the Employee for more than 50% of the year, excluding time living at school, and
 - b). Receives at least 50% of support from Employee; and
 - c). Is enrolled and attends school on a full-time basis, as defined by the school.
 - d. Employee's Disabled Child who is:
 - i. Over age 19,
 - a). Unmarried; and

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- b). Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
- 2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMSCO) or similar court document.
- 3. For purposes of this Section 14.5 – District Premium Subsidy, "Eligible Family Member" does not include Survivors of employees or retirees.

14.6 Rate Information. The County Benefits Service Unit will make dental plan rate information and, to the extent possible, CalPERS health plan rate information available to employees and the District upon request. In addition, the County Benefits Service Unit will publish and distribute to employees and the District information about rate changes as they occur during the year.

14.7 Life Insurance Benefit Under Health and Dental Plans. For permanent employees who are enrolled in a District sponsored health or dental plan as either the primary insured or a dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the District.

14.8 Life Insurance Contribution. The District will pay the entire premium on behalf of permanent full-time and permanent part-time employees regularly scheduled to work at least twenty (20) hours per week who elect health and/or dental coverage.

14.9 Premium Payments. Employee participation in any health, dental, or life insurance plan is contingent upon the employee authorizing payroll deduction by the District of the employee's share of the premium cost. The District's subsidy of health plan and dental plan monthly premiums is payable as follows:

- A. CalPERS Plan (Includes Alternate CCHP Plan).
The District's subsidy of the health plan premium is payable one (1) month in advance. If an employee's compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller by the tenth day of each month. The responsibility for this payment rests solely with the employee.
- B. Dental and Life Insurance Plans.
The District's subsidy of the dental and life insurance premium as described in Sections 14.5 and 14.8, is payable monthly. If an employee's compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller by the tenth day of each month. The responsibility for this payment rests solely with the employee.

14.10 Extended Coverage. An employee on approved leave without pay shall be allowed to continue his/her health/dental/life insurance coverage provided that the employee shall pay their share of the monthly premium by the tenth day of each month,

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during said leave.

An employee who terminates District employment is covered through the last day of the month in which he/she is paid for District dental plans and through the last day of the month following the month of termination for CalPERS plans. Employees who terminate District employment may continue Group Health/Dental plan coverage to the extent provided under the COBRA regulations.

14.11 Retirement Coverage. Upon retirement, employees may, subject to plan requirements, remain in the same District group medical and dental plan if immediately before their retirement they are currently enrolled in one of the District sponsored CalPERS Health Plans or dental plans or if on authorized leave of absence without pay, they have retained continuous coverage during the leave period.

A. Retirement Dental Coverage.

1. Employees hired before January 1, 2015. Upon retirement, eligible employees and their eligible family members, as defined in Section 14.5(E), may remain in their District dental plan, but without District-paid life insurance coverage, if immediately before their proposed retirement, the employees and dependents are either active subscribers to one of the District contracted dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The District will pay the same dental plan monthly premium subsidies set forth in subsection 14.5 for eligible retirees and their eligible family members.
2. Employees hired on or after January 1, 2015. For these employees and their eligible family members, no monthly premium subsidy will be paid by the District for any dental plan after they separate from District employment. Upon completion of fifteen (15) years of service as an employee of the District, an employee who retires under the Contra Costa County Employees Retirement Association ("CCCERA") may retain continuous coverage of any District dental plan, provided that he or she pays the full premium cost under the chosen dental plan without any District premium subsidy. For purposes of retiree dental eligibility, one year of service is defined as one thousand (1,000) hours worked within one District anniversary year.

B. Retirement Medical Coverage.

1. Government Code section 22892 applies to all employees who retire under the Contra Costa County Employees' Retirement Association (CCCERA).

14.12 Dual Coverage.

- A. CalPERS Health Plan. Employees must adhere to the rules as established by CalPERS.

SECTION 14 - HEALTH AND WELFARE, LIFE AND DENTAL CARE

- B. On and after January 1, 2013, each employee and retiree may be covered by only a single District health and/or a single District dental plan, including CalPERS plans. For example, a District employee may be covered under a single District health plan as either the primary insured or the dependent of another District employee or retiree, but not as both the primary insured and the dependent of another District employee or retiree.
- C. On and after January 1, 2013, each dependent may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are District employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- D. For purposes of this Section 14.12 - Dual Coverage, "District" includes the County of Contra Costa and all Board of Supervisors governed special districts, such as the Contra Costa County Fire Protection District.

14.13 Management Life Insurance. Permanent employees shall be covered, at District expense, by term life insurance in the amount of forty-seven thousand dollars (\$47,000). The coverage shall include an accelerated death benefit option. Premiums for this insurance shall be paid by the District, with conditions of eligibility to be reviewed annually. All employees covered herein may also subscribe voluntarily for supplemental life insurance coverage.

14.14 PERS Long Term Care. The District will deduct and remit monthly premium and eligible lists to the PERS Long Term Care Administrator, at no employee cost, for District employees who are eligible and voluntarily elect to purchase long term care through the PERS Long Term Care Program.

The District further agrees that District employees interested in purchasing PERS Long Term Care may participate in meetings scheduled by PERS Long Term Care on District facilities during non-work hours (i.e: coffee breaks, lunch hour).

14.15 Health Care Spending Account. The District will continue to offer regular full-time and part-time (20/40 or greater) District employees the option to participate in a Health Care Spending Account (HCSA) Program designated to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a pre-determined amount of money from their paycheck for health care expenses not reimbursed by any other health benefits plan with before tax dollars. HCSA dollars can be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

14.16 Long-Term Disability Insurance. The District shall continue the Long-Term Disability Insurance program with a replacement limit of eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits.

14.17 Dependent Care Assistance Program. The District will continue to offer the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify

SECTION 15 - PROBATIONARY PERIOD

for tax savings under Section 129 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to set aside up to five thousand dollars (\$5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

14.18 Premium Conversion Plan. The District will continue to offer the option of enrolling in the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

14.19 Prevailing Section. To the extent that any provision of this Section (Section 14 – Health and Welfare, Life and Dental Care) is inconsistent with any provision of any other County or District enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other resolution or order of the Board of Supervisors, the provision(s) of this Section (Section 14 – Health and Welfare, Life and Dental Care) will prevail.

SECTION 15 - PROBATIONARY PERIOD

15.1 Duration. All appointments from officially promulgated employment lists for original entrance or promotion shall be subject to a probationary period. This period shall be for twelve (12) months.

15.2 Classes with Changed Probationary Periods. When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

15.3 Probationary Period Time. The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days. If a permanent-intermittent probationary employee is reassigned to full-time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours (243 hours for shift employees) per month.

15.4 Rejection During Probation. An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.

A. Appeal from rejection. Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political, or religious affiliations, Association activities, or race, color, national origin, sex, age, disability, or sexual orientation.

SECTION 15 - PROBATIONARY PERIOD

- B. The appeal must be written, must be signed by the employee and set forth the grounds and the facts by which it is claimed that grounds for appeal exist under subsection (A) above and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the 7th calendar day after the date of delivery to the employee of notice of rejection.
- C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in subsection (A) above, it may refer the matter to a Hearing Officer for hearing, recommend findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.
- D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, the appellant shall complete only the remainder of the probation period unless the Merit Board specifically orders that the appellant begin a new probation period.

15.5 Regular Appointment. The regular appointment of a probationary employee shall begin on the day following the end of the probationary period, subject to the condition that the Director of Human Resources receive from the appointing authority a statement in writing that the services of the employee during the probationary period were satisfactory and that the employee is recommended for permanent appointment. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum of Understanding, without notice and without right of appeal or hearing. If the appointing authority has not returned the probation report, a probationary employee may be rejected from the service within a reasonable time after the probation period for failure to pass probation. If the appointing authority fails to submit in a timely manner the proper written documents certifying that a probationary employee has served in a satisfactory manner and later acknowledges it was the appointing authority's intention to do so, the regular appointment shall begin on the day following the end of the probationary period.

Notwithstanding any other provisions of this Memorandum of Understanding, an employee rejected during the probation period from a position in the Merit System to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the District from which the employee was promoted or transferred. An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the Merit System to a position not included in the Merit System shall be restored to a position in the classification in the District from which the employee was promoted or transferred. A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the Director of Human Resources whose decision is final. The Director of Human Resources shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

15.6 Layoff During Probation. An employee who is laid off during probation, if reemployed in the same class, shall be required to complete only the balance of the required probation.

If reemployed in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a District other than the District from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the District from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

15.7 Rejection During Probation of Layoff Employee. An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period if subsequently certified and appointed in a different district or classification than that from which the employee was laid off.

SECTION 16 – PROMOTION

16.1 Promotion. Promotion shall be by competitive examination unless otherwise provided in this Memorandum of Understanding.

16.2 Promotion Policy. The Director of Human Resources, upon request of an appointing authority, shall determine whether an examination is to be called on a promotional basis.

16.3 Promotion Via Reclassification Without Examination. Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his/her position reclassified at the request of the appointing authority and under the following conditions:

- a. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.
- b. The incumbent of the position must have performed at the higher level for one (1) year.
- c. The incumbent must meet the minimum education and experience requirements for the higher class.
- d. The action must have approval of the Director of Human Resources.
- e. The Association approves such action.

SECTION 17 - RESIGNATIONS

The appropriate rules regarding probationary status and salary on promotion are applicable.

16.4 Requirements for Promotional Standing. In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the merit system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from the merit system, except by layoff, the employee's name shall be removed from the promotional list.

16.5 Seniority Credits.

- A. Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy percent (70%) or more, shall receive, in addition to all other credits, five one-hundredths of one percent (.05%) for each completed month of service as a permanent County employee continuously preceding the final date for filing application for said examination. For purposes of seniority credits, leaves of absence shall be considered as service. Seniority credits shall be included in the final percentage score from which the rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in a promotional examination.
- B. An employee shall receive education credits for the following degrees:
 - AA/As Degree = 2.5%
 - BA/BS Degree = 5.0%
 - The maximum education credit is limited to 5.0%
- C. Under this section, the maximum promotional examination credit an employee can receive for both seniority and education is ten percent (10.0%).

16.6 Physical Examination as Part of Promotional Examination. District employees who are required as part of the promotional examination process to take a physical examination, shall do so on District time at District expense.

SECTION 17 - RESIGNATIONS

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to the employee and to the Human Resources Department and shall indicate the effective date of termination.

17.1 Resignation in Good Standing. A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the

appointing authority requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

17.2 Constructive Resignation. A constructive resignation occurs and is effective when:

- A. An employee has been absent from duty for ten (10) consecutive working days, (three shifts for employees on a 56-hour work week) without leave; and
- B. ten (10) more consecutive days (three shifts for employees on a 56 hour work week) have elapsed without response by the employee after the mailing of a notice of resignation by the appointing authority to the employee at the employee's last known address.

17.3 Effective Resignation. A resignation is effective when delivered or spoken to the appointing authority, operative either on that date or another date specified.

17.4 Revocation. A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority.

17.5 Coerced Resignations.

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy on the appointing authority.
- B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, the resignation shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the employee's appeal rights under the Management Complaint Procedure contained in Section 19 of the Memorandum of Understanding, beginning with step C.
- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision or next assigned shift but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

SECTION 18 - DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY

SECTION 18 - DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY

18.1 Cause for Dismissal, Suspension, Demotion and Reduction in Salary. The appointing authority may dismiss, suspend, demote, or reduce in salary any employee for cause. Reduction in salary shall not exceed five percent (5%) of the employee's base salary. Reduction in salary shall not exceed ninety (90) consecutive calendar days. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension, demotion or reduction in salary may be based on reasons other than those specifically mentioned:

1. absence without leave;
2. conviction of any criminal act involving moral turpitude;
3. conduct tending to bring the County, District or merit system into disrepute;
4. disorderly or immoral conduct;
5. incompetence or inefficiency;
6. insubordination;
7. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs, or consuming or using liquor or drugs during work hours and/or on County/District premises;
8. neglect of duty, i.e., non-performance of assigned responsibilities;
9. negligent or willful damage to public property or waste of public supplies or equipment;
10. violation of any lawful or reasonable regulation or order given by a supervisor or Fire Chief;
11. willful violation of any of the provisions of the Merit System Ordinance or Personnel Management Regulations;
12. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment;
13. misappropriation of District/County funds or property;
14. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this Memorandum of Understanding;
15. dishonesty or theft;

SECTION 18 - DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY

- 16. excessive or unexcused absenteeism and/or tardiness;
- 17. sexual harassment including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, interfering with an individual's work performance, or creating an intimidating, hostile or an offensive working environment.

18.2 Skelly Requirements. Before taking a disciplinary action to dismiss, suspend for more than five (5) work days (48 hours for employees on a 56 hour workweek) or demote an employee, the appointing authority shall cause to be served personally or by certified mail on the employee, a Notice of Proposed Action, which shall contain the following:

- A. A statement of the action proposed to be taken.
- B. A copy of the charges, including the acts or omissions and grounds upon which the action is based.
- C. If it is claimed that the employee has violated a rule or regulation of the County or District, a copy of said rule shall be included with the notice.
- D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- E. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

Employee Response. The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or during any extension, the right to respond is lost.

18.3 Leave Pending Employee Response. Pending response to a Notice of Proposed Action within the first seven (7) days or extension thereof, the appointing authority for cause specified in writing may place the employee on temporary leave of absence with pay.

18.4 Suspensions Without Pay. shall not exceed thirty (30) consecutive days unless ordered by an arbitrator, an adjustment board or the Merit Board.

18.5 Procedure on Dismissal, Suspension or Disciplinary Demotion.

- A. In any disciplinary action to dismiss, suspend, or demote an employee having permanent status in a position in the merit system, after having complied with the

SECTION 19 – MANAGEMENT COMPLAINT PROCEDURE

Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.

- B. Service of Order. Said order of dismissal, suspension, or demotion shall be filed with the Director of Human Resources showing by whom and the date a copy was served upon the employee to be dismissed, suspended or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension or demotion to the Merit Board or through the procedures of Section 19, Management Complaint Procedure, of this Memorandum of Understanding, provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order.

SECTION 19 – MANAGEMENT COMPLAINT PROCEDURE

19.1 Management Complaint Procedure. A complaint is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding (excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any County/District official shall be final, the interpretation or application of those provisions not being subject to the complaint procedure) or disciplinary actions. The Association may represent the employee at any stage of the process. Complaints must be filed within fifteen (15) days of the incident or occurrence about which the employee claims to have a complaint and shall be processed in the following manner.

- A. Step 1. Any employee or group of employees who believes a provision of this Memorandum of Understanding has been misinterpreted or misapplied to the employee's detriment shall discuss the complaint on an informal basis with the employee's appropriate chief officer who shall meet with the employee and respond to the complaint within five (5) duty shifts, or ten (10) workdays in the case a complaint filed by employees assigned to a forty (40) hour workweek, of a request to hold such a meeting.
- B. Step 2. If a complaint is not satisfactorily resolved in Step 1 above, the employee may submit the complaint in writing within five (5) calendar days to such management official, other than the chief officer who participated in Step 1 above, as the Fire Chief may designate. This formal written complaint shall state which provision of the Memorandum of Understanding has been misinterpreted or misapplied, how the misinterpretation or misapplication has affected the employee to the employee's detriment, and the redress the employee seeks. A copy of each written communication on a complaint shall be filed with the Director of Human Resources. The designated management official shall have ten (10) workdays in which to respond to the complaint in writing.
- C. Step 3. If a complaint is not satisfactorily resolved in Step 2 above, the employee may appeal in writing within five (5) workdays to the Director of Human

SECTION 19 – MANAGEMENT COMPLAINT PROCEDURE

Resources. The Director of Human Resources or designee shall have fifteen (15) workdays in which to investigate the merit of the complaint and to meet with the Fire Chief or designee and the employee to attempt to settle the complaint and to respond in writing to the employee and the employee's Association representative.

- D. Step 4. No complaint may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above and filed within five (5) calendar days of the written response of the Director of Human Resources or designee. If the parties are unable to reach a mutually satisfactory accord on any complaint which arises and is presented during the term of this Memorandum of Understanding, such complaint shall be submitted in writing within five (5) calendar days to the Director of Human Resources requesting that the complaint be submitted to an Adjustment Board. Such Adjustment Board is to be comprised of three (3) Association representatives, no more than one (1) of whom shall be either an employee of the District or a member of the Association presenting this complaint, and three (3) representatives of the District, no more than one (1) of whom shall be an employee of a District covered by this MOU, or a County employee or a member of the staff of an organization employed to represent the District in the meeting and conferring process. The Adjustment Board shall meet and render a decision within fifteen (15) calendar days of receipt of a written request.
- E. Step 5. Within ten (10) calendar days of exhaustion of this procedure through Step 4, the Association may request a meeting and/or discussion with the Fire Chief regarding the complaint.

If an Adjustment Board is unable to arrive at a majority decision, either the employee (or the County/District, when alleging a violation of Section 19.2 below) may require the complaint be referred to an impartial arbitrator who shall be designated by mutual agreement between the employee and the Director of Human Resources. Such request shall be submitted within ten (10) calendar days of the rendering of the Adjustment Board decision to the Director of Human Resources (or the designated representative of the Association when the County/District is alleging a violation of Section 19.2 below). Within thirty (30) calendar days of the request for arbitration, the parties shall mutually select an arbitrator. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the employee and the District. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

- F. For the purposes of this Section 19 the term "workday" shall be defined as any day except a Saturday, Sunday or holiday.

19.2 Scope of Adjustment Board and Arbitration Decisions.

- A. Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by law.

SECTION 19 – MANAGEMENT COMPLAINT PROCEDURE

- B. No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a complaint as set forth in Section 19.1 above.
- C. Proposals to add to or change this Memorandum of Understanding or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Director of Human Resources in pursuance of the procedures outlined in Section 19.1C above, or the Adjustment Board in pursuance of the provisions of Section 19.1D above, resolve a complaint which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time; but, in the event that the complaint is carried to arbitration and such employee is found to have been properly discharged under the provisions of Section 19, such employee may not be ordered reinstated and no penalty may be assessed upon the County/District.

19.3 Clarification on Time Limits of the Complaint Procedure. The time limits and steps specified above may be waived by mutual agreement of the parties to the complaint. If the District fails to meet the time limits specified in Steps 1 through 3 above, the complaint will automatically move to the next step. If a complainant fails to meet the time limits specified in Steps 1 through 5 above, the complaint will be deemed to have been settled and withdrawn.

19.4 Representation Outside of Association. An official, with whom a formal complaint is filed by a complainant who is included in a unit represented by the Association, but is not represented by the Association in the complaint, shall give the Association a copy of the formal presentation.

19.5 Compensation Complaints. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as complaints. Any other matters of compensation are to be resolved in the meeting and conferring process, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustments shall be retroactive for more than six (6) months from the date upon which the complaint was

SECTION 20 - EMPLOYEE REPRESENTATION RIGHTS

filed. No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the District and the Association.

19.6 No Strike. During the term of this Memorandum of Understanding, the Association, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, refusal to perform customary duties, stoppage of work or sickout against the District.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises the employee's supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of the employee's duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

19.7 Merit Board.

- A. All complaints of employees in the representation unit represented by the Association shall be processed under Section 19 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under Steps (3), (4) or (5) of Subsection 19.1 above shall be taken if action on the complaint has been taken by the Merit Board, or if the complaint is pending before the Merit Board.

19.8 Complaint Filing. The Association may file a complaint at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this Memorandum of Understanding.

19.9 Letter of Reprimand. Letters of reprimand are subject to the complaint procedure but shall not be processed past Step 3. Letters of reprimand shall be served personally or by certified mail on the affected employee. A copy of the letter of reprimand shall be placed in the employee's official personnel file maintained by the District.

SECTION 20 - EMPLOYEE REPRESENTATION RIGHTS

The District recognizes an employee's right to representation during any disciplinary interview or meeting, which may result in discipline. The District will not interfere with the representative's right to assist an employee to clarify the facts during the interview.

SECTION 21 - RETIREMENT CONTRIBUTION

SECTION 21 - RETIREMENT CONTRIBUTION

21.1 Payment of Employee Contributions. All employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association (CCCERA) without the District paying any part of the employees' contribution. All employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement, without the District paying any part of the employees' contributions. Except as provided in section 21.2 (Safety Employees Retirement) subsection A, the District is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

21.2 Safety Employees Retirement.

A. Safety Employees Retirement – Tier A – Employees Who Became Safety Members of CCCERA Before January 1, 2013.

1. For District employees who became safety members of CCCERA before January 1, 2013, the retirement formula shall be "3 percent at 50." The cost of living adjustment (COLA) to the retirement allowance shall not exceed three percent (3%) per year. The employee's final compensation shall be calculated based on a twelve (12) month salary average. This retirement benefit is known as "Tier A."

Each employee will pay ten (10) percent of his/her retirement base pay to pay part of the employer's contribution for the cost of the Tier A retirement benefit. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement benefits.

2. Tier A - Employees With More Than Thirty Years of Continuous Service as Safety Members. Employees covered by this agreement and designated by CCCERA as safety members with credit for more than thirty (30) years of continuous service as safety members, will not make payments from their retirement base to pay part of the employer's contribution for the cost of Safety Tier A.

B. Employees Who Become Safety Members of CCCERA on or After January 1, 2013.

1. For employees who become Safety Members of the Contra Costa County Employee Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA governs.

2. PEPRA Safety Option Plan Two (2.7% @ 57) applies to employees who, under PEPRA, become Safety New Members of CCCERA.
3. For employees who, under PEPRA, become Safety New Members of CCCERA, on or after January 1, 2016, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.
4. Subsection A, subparts (1) through (2), above, applies to employees who, under PEPRA, become reciprocal Safety Members of CCCERA in Tier A, as determined by CCCERA.

SECTION 22 - SAFETY

The District shall expend every effort to see to it that the work performed under the terms and conditions of this Memorandum of Understanding is performed with maximum degree of safety consistent with the requirement to conduct efficient operations.

SECTION 23 - MILEAGE

Reimbursement for Use of Personal Vehicle. The mileage allowance for use of personal vehicles on District business shall be paid according to the rates allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the Internal Revenue Service, whichever is later.

SECTION 24 - UNIFORM ALLOWANCE

Effective August 1, 2015, the monthly uniform allowance for all employees in represented classes for which a uniform is required shall be \$54.50 per month.

SECTION 25 - CERTIFICATION REQUIREMENTS

25.1 Required Certifications. Incumbents of each of the classifications represented by the Association shall, at all times, possess current certification appropriate for practice in Contra Costa County in First Responder Public Safety and Hazardous Materials Incident Commander.

25.2 General Terms.

- a. The District will provide maintenance training to incumbent employees to comply with the requirements of Section 25.1 above.

SECTION 26 – OTHER TERMS OF EMPLOYMENT

- b. Employees appointed into any of the applicable classifications (excepting movements between these classifications) shall obtain these certifications within six (6) months of appointment. The District will provide initial certification training to these employees.

SECTION 26 – OTHER TERMS OF EMPLOYMENT

26.1 Longevity Pay.

- A. Employees who have completed ten (10) years of appointed service for the District shall be eligible to receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.
- B. Effective January 1, 2017, employees who have completed twenty (20) years of appointed service for the District shall be eligible to receive a two and one-half percent (2.5%) longevity differential on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award. For employees who completed twenty (20) years of service before January 1, 2017, this longevity differential will be paid prospectively only from January 1, 2017.

26.2 Deferred Compensation Incentive. The District contribution to employees who participate in the County's Deferred Compensation Plan is seventy-five dollars (\$75) per month. To be eligible for this incentive, employees must contribute to the deferred compensation plan as indicated below.

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

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the District supplement. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved

SECTION 26 – OTHER TERMS OF EMPLOYMENT

medical leave or an approved financial hardship withdrawal shall not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, shall not be required to reestablish eligibility.

26.3 Training. Employees shall be eligible for career development training reimbursement in the maximum amount not to exceed \$750 per fiscal year. The policy for reimbursement of training expenses shall be consistent with County and District policies on Travel and Training.

26.4 Educational Incentive Program. Employees who possess the appropriate certificates or educational degrees beyond the minimum requirements for their class and/or meet the appropriate continuing educational requirements shall be eligible to qualify for professional development educational incentives under the conditions described herein.

1. Incumbents of the following classifications are eligible to participate in this incentive program:

Battalion Chief (RPHA, RPHE)
Chief, Fire Emergency Medical Services (RPHD)
Fire Training Chief (RWHA)

2. All differentials shall be designated as either contingent or permanent allowances and shall be awarded in increments of 2.5% of monthly base salary. The combined contingent and permanent educational incentives awarded any employee in any class noted above shall not exceed 7.5% of monthly base pay.
3. This plan is subject to appropriate administrative guidelines and controls promulgated by the Fire Chief and approved by the Human Resources Director to ensure that the standards described herein are met. These guidelines include, but are not limited to, the following:
 - a. Employees who become qualified for permanent allowances at either the 2.5% or 5% levels as described herein shall be eligible for receipt of the appropriate allowance beginning on the date of qualification.
 - b. Employees who qualify for either the permanent or contingent levels of allowance described herein do so effective the first day of the month providing that acceptable documentation is received by Fire District Administration not later than the twenty-fifth (25th) of the proceeding month.
4. The program is intended to encourage the further professional development of eligible personnel by the pursuit and achievement of job-related certificates or degrees as follows:

SECTION 26 – OTHER TERMS OF EMPLOYMENT

- a. A Certificate of Achievement in Fire Technology, Business Administration, Management and Supervision or a related field from an accredited college.
 - b. An Associate of Arts or Science Degree from an accredited college with a major in Fire Technology, Business Administration, Management and Supervision or a related field.
 - c. Completion of ten (10) Chief Officers Certification courses issued by the Office of the State Fire Marshal. In addition, an employee must complete two (2) additional courses through the National Fire Academy.
 - d. A Baccalaureate Degree from an accredited college or university with a major in Business or Public Administration or a related field.
5. Qualifications for allowances shall be under the following conditions:
- a. A contingent allowance of 2.5% shall be awarded for annually completing at least forty (40) hours of approved education or training or at least three (3) approved college semester units (or equivalent quarter units) or an approved combination thereof in pursuit of options (a) through (d) in Section 4 above.
 - b. A permanent allowance of 2.5% shall be awarded for possession of one of options (a) through (d) in Section 4 above. Only one 2.5% permanent allowance is available within this category.
 - c. A permanent allowance of 2.5% shall be awarded for possession of one of options (a) through (d) in Section 4 and additional contingent allowance of 2.5% shall be awarded for annually completing at least forty (40) hours of approved educational or training or at least three (3) approved college semester units (or equivalent quarter units) or an approved combination thereof in pursuit of any other option consistent with the officially declared educational objective.
 - d. A permanent allowance of 5% shall be awarded for possession of either (1) options (b) and (c) in Section 4 above or (2) options (a) and (d) in Section 4. A person receiving this allowance may not receive an allowance under Section 5(b).
 - e. A permanent allowance of 5% shall be awarded for possession of either (1) options (b) and (c) in Section 4 or (2) options (a) and (d) in Section 4 and an additional contingent allowance of 2.5% shall be awarded for annually completing at least forty (40) hours of approved education or training or at least three (3) approved college semester units (or equivalent quarter units) or an approved combination thereof consistent with the officially declared educational objective. Normally, this objective would be a Fire Chief certificate issued by the Office of the State Fire Marshal, a Baccalaureate Degree or a Master's Degree.

SECTION 27 – SPECIAL ASSIGNMENT PRE-APPROVAL

26.5 Management Development Policy. Employees shall be authorized to attend professional training programs, seminars and workshops - a minimum of thirty (30) hours annually, during normal work hours only with the Fire Chief's approval – for the purpose of developing knowledge, skills and abilities in the areas of supervision, management and District/County policies and procedures.

The Fire District is encouraged to provide professional development opportunities for people newly promoted into positions of direct supervision.

Priority for professional training programs shall be afforded those offered through the Contra Costa Training Institute. Other related and appropriate training/education resources approved by the Fire District may be considered.

To encourage personal and professional growth, the District provides reimbursement for certain expenses incurred by employees for job-related training (required training and career development training/education). Provisions for eligibility and reimbursement are determined by the District and County and outlined in District and County policy.

26.6 Professional Development Reimbursement. Employees shall be eligible for reimbursement of up to \$450 for each two (2) year period beginning January 1, 2001 for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of computer hardware and software.

Authorization for individual professional development reimbursement requests shall be made by the Fire Chief. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment.

26.7 Bilingual Pay Differential. A monthly salary differential shall be paid to incumbents of positions requiring bilingual proficiency as designated by the Fire Chief and the Human Resources Director. The differential shall be prorated for employees working less than full time and/or on an unpaid leave of absence during any given month. The differential shall be sixty-five dollars (\$65) per month.

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

26.8 Emergency Recall and Standby Differential. A salary differential in the amount of five percent (5%) of monthly base salary shall be in effect for personnel (56 hour) assigned to standby and emergency recall duty a minimum of eight (8) days each month, (twelve (12) days for 40 hour personnel). Such personnel (56 hour) assigned to standby and emergency recall for four (4) days, (six (6) days for 40 hour personnel) in each four (4) consecutive weeks shall be eligible to receive a differential in the amount of two and one-half percent ($2\frac{1}{2}\%$) of monthly base salary.

SECTION 27 – SPECIAL ASSIGNMENT PRE-APPROVAL

Any special assignment of personnel must be pre-approved, in writing, by the appropriate Assistant Chief or, in their absence, the Duty Fire Chief.

SECTION 28 – DAYS AND HOURS OF WORK

SECTION 28 – DAYS AND HOURS OF WORK

28.1 Definitions.

- A. Regular Work Schedule: A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours.
- B. Alternate Work Schedule: An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.
- C. 9/80 Work Schedule: A 9/80 work schedule is where an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty-six (36) hour calendar workweek, four (4) of the workdays are nine (9) hour days and the employee has the same day of the week off that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, four (4) of the workdays are nine (9) hours and one of the workdays is eight (8) hours. Specific 9/80 schedules and requirements for employees are provided and authorized under Administrative Bulletin No. 435.
- D. 56 Hour Schedules: For employees working in 56-hour classifications, the regular schedule consists of a six day tour of duty that includes two (2) regularly scheduled 24-hour workdays and four (4) days off, commonly referred to as 48/96.
- E. Nothing herein shall preclude the Fire Chief or designee from assigning employees of this unit between the existing work schedules or to the work assignments which best meet the workload demands and operational needs of the District and/or which results in the provision of effective, efficient services to the public.

28.2 Designated Workweek and Work Schedules.

- A. Designated Workweek for Employees on Regular and Alternate Work Schedule: For employees on regular and alternate work schedules, the designated workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on the following Sunday.
- B. Designated Workweek for Employees on a 9/80 Work Schedule: The 9/80 designated workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the designated workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the designated workweek is four (4) hours after the eight (8) hour workday start time. The result is a designated workweek that is a fixed and regularly recurring period of seven (7) consecutive 24 hour periods (168 hours).

SECTION 28 – DAYS AND HOURS OF WORK

28.3 Battalion Reassignments. In the event that the Fire Chief or designee determines a need to reassign Battalion Chief(s) from one battalion to another battalion, from one 56-hour shift to another 56-hour shift, or both, the Fire Chief or designee will provide written notice to all Battalion Chiefs of such need.

The Fire Chief or designee will meet with the Battalion Chiefs as a group. There shall be at least five (5) days advance notice of the meeting. At the meeting to discuss the change, the Battalion Chiefs' input shall be solicited. The Battalion Chiefs will have the opportunity to request reassignment in writing. The Fire Chief or designee will provide at least five (5) days notice, prior to implementing the change.

After such meeting and notice, the Fire Chief or designee will make reassignment(s) at his/her sole discretion.

28.4 Schedule Reassignments. In the event that the Fire Chief or designee determines a need to reassign a bargaining unit member from one schedule to another schedule listed in Section A., the Fire Chief or designee will provide written notice to all Battalion Chiefs of such need.

The Fire Chief or designee will meet with the Battalion Chiefs as a group. There shall be at least seven (7) days advance notice of the meeting. At the meeting to discuss the change, the Battalion Chiefs' input shall be solicited. The Battalion Chiefs will have the opportunity to request reassignment in writing. The Fire Chief or designee will provide at least seven (7) days notice, prior to implementing the change.

After such notice and meeting, the Fire Chief or designee may make reassignment(s).

If the Association makes a request within five (5) days of this assignment, the Fire Chief or designee will meet with representatives of the Association to discuss the assignment(s) and to review alternatives. The Fire Chief or designee will then confirm or amend the assignment(s).

In the event that the affected employee(s) assignment is involuntary, the assignment shall not exceed one (1) year.

28.5 Designation of Assignments. Nothing herein shall preclude the Fire Chief or designee from making assignments as necessary to deal with emergency conditions. The Fire Chief or designee shall follow the provisions listed above as soon as possible after the emergency assignment is proposed and/or has been made.

28.6 Time Reporting and Pay Practices Waiver. The Association agrees to the implementation of an Automated Timekeeping System. The Association waives its right to meet and confer regarding any impacts that may result from the County's implementation of the automated timekeeping system, including but not limited to, changes to current departmental time reporting and pay practices. The Association agrees to convert from the current payroll cycle when the County is able to upgrade the current payroll system or implement a new County payroll system.

SECTION 29 – MAXIMUM CONTINUOUS WORK HOURS

SECTION 29 – MAXIMUM CONTINUOUS WORK HOURS

The maximum number of continuous work hours for Battalion Chiefs shall be limited to 96 hours.

- A. An employee must have twenty-four (24) hours off after a 96 hour continuous segment.
- B. Exceptions may be made (at the discretion of the Duty Chief or) if emergency activities require extended schedules (for example, mandatory hold-overs).
- C. This proposal does not apply to strike team assignments and/or incident management team deployments.

SECTION 30 – BATTALION CHIEF OPENINGS

As assignments for a Battalion Chief occur, Battalion Chiefs shall be notified of such openings and be afforded an opportunity to request reassignment - said request to be submitted in writing to the Fire Chief or designee. However, requests will be granted or denied at the sole discretion of the Fire Chief.

SECTION 31 – SERVICE AWARDS

The District shall continue its present policy with respect to service awards including time off; provided, however, that the type of award given shall be at the sole discretion of the County.

SECTION 32 – DEFINITIONS FOR SERVICE AWARDS AND VACATION ACCRUALS

The length of service credits of each employee of the District shall date from the beginning of the last period of continuous District employment (including temporary, provisional and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two (2) years is re-employed in a permanent District position or is re-employed in a permanent District position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation. The Director of Human Resources shall determine these matters based on the employee status records in their department.

SECTION 33 - UNFAIR LABOR PRACTICE

Either the District/County or the Association may file an Unfair Labor Practice, as defined in Chapter 34-22 of Resolution 81/1165, against the other.

If not resolved in discussions between the parties, the parties may, but need not agree to have allegations of an Unfair Labor Practice heard by a mutually agreed upon impartial third party.

SECTION 34 - ADOPTION

The provisions of this Memorandum of Understanding shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

SECTION 35 - SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS

35.1 Scope of Agreement. Except as otherwise specifically provided herein, this Memorandum of Understanding represents the full and complete incorporation of those proposals which were considered and evaluated pursuant to the meet and confer process. This Memorandum of Understanding constitutes the entire and sole agreement between the Parties on any and all matters that were presented during the meet and confer process. If a proposal was made by either Party and not incorporated within this Agreement, then it was considered and rejected. Any past side letters or any other agreements that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Directors.

The Association understands and agrees that the County and/or District is not obligated to meet and confer regarding wages, hours or conditions of employment during the term of this extended agreement, except as otherwise required by law.

35.2 Separability of Provisions. Should any section, clause or provision of this Memorandum of Understanding be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

35.3 Personnel Management Regulations. Where a specific provision contained in a section of this Memorandum of Understanding conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this Memorandum of Understanding shall prevail. Those provisions of the Personnel Management Regulations within the scope of representation which are not in conflict with the provisions of this Memorandum of Understanding and those provisions of the Personnel Management Regulations which are not within the scope of representation shall be considered in full force and effect.

SECTION 35 - SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS

35.4 Duration of Agreement. This Agreement shall continue in full force and effect from July 1, 2014 to and including June 30, 2017. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

Date: _____

CCC Fire Protection District:
(Signature / Printed Name)

United Chief Officers Assoc:
(Signature / Printed Name)

UNITED CHIEF OFFICERS ASSOCIATION

ATTACHMENT

ATTACHMENT A

CLASS & SALARY LISTING

**UNITED CHIEF OFFICERS ASSOCIATION
CLASS AND SALARY LISTING
as of
JULY 1, 2015**

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
RPHA*	BATTALION CHIEF-56 HOUR		\$10,671.13	\$11,764.92
RPHD*	CHIEF FIRE EMERGENCY MED SVCS		\$10,686.43	\$11,781.79
RPHE*	BATTALION CHIEF-40 HOUR		\$10,671.13	\$11,764.92
RWHA*	FIRE TRAINING CHIEF		\$10,671.13	\$11,764.92

*All classifications are Safety.

UNITED CHIEF OFFICERS ASSOCIATION

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9 2
**Contra Costa County Fire Protection District and United Chief Officers Association
Comprehensive Mediation Agreement**

August 13, 2015

**This mediation agreement addresses all outstanding proposals between the parties.
Final MOU language will be prepared to incorporate the terms outlined below.**

Duration of Agreement (MOU Section 35.4):

- July 1, 2014 – June 30, 2017 (District Proposal D-1, presented 2/2/15)

Salaries (MOU Section 5):

- August 1, 2015 – increase of 6%
- January 1, 2016 – increase of 2%
- July 1, 2016 – increase of 2%

Longevity (MOU Section 26.1):

- Beginning January 1, 2017 – Add 2.5% longevity differential for 20 years of District service.

Retirement (MOU Section 21):

- Adds PEPRA Language
- Establishes a 2% PEPRA COLA as of 1/1/2016

Health and Welfare, Life and Dental Care (MOU Section 14):

- District Proposal D-5 as presented on 2/9/15, modified to move effective date of 50/50 premium cost sharing of medical plan premium increases to January 1, 2017.

Holidays (MOU Section 9):

- Revise holiday language for part-time employees
- Personal holiday can be taken in 1 minute increments

Days & Hours of Work/Timekeeping Waiver (MOU Section 28)

- Add new section defining work schedules, workweeks, automated timekeeping implementation and pay practice waiver.

Overtime Compensation (MOU Section 6.1):

- Clean up 6.1.B. to comply with State Mutual Aid reimbursement
- Add additional situations for overtime at the Fire Chief's discretion
- The Fire Chief's decision on overtime is final, not subject to appeal.

Vacation Leave/Sick Leave (MOU Section 10/Section 11):

- Credits to and charges against sick leave/vacation shall be made in minimum amounts of one (1) minute increments.

Performance Evaluations (MOU Section 5.3):

- Require annual Performance Evaluations.

Uniform Allowance (Section 24):

- Increase monthly allowance from \$50 to \$54.50.

**Contra Costa County Fire Protection District and United Chief Officers Association
Comprehensive Mediation Agreement**

August 13, 2015

District Operational Issues (Preamble and Personnel/Operational Policies):

- Revision of MOU preamble reference to Personnel Bulletins, and for revision of MOU to address Personnel Bulletin items.

Pay Warrant Errors (MOU Section 5.14):

- District Proposal D-4, as presented 2/9/15


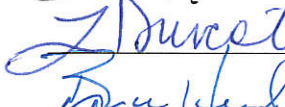
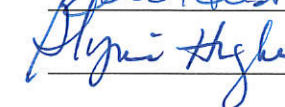
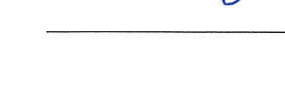
Previously Agreed Upon Tentative Agreements:

- D-13 Continuous Work Hours, signed 2/9/15
- D-14 Deferred Comp Incentive, signed 2/9/15
- D-15 Scope of Agreement, signed 2/9/15
- D-16 Definitions, signed 2/9/15

All other proposals previously presented are withdrawn by both parties.

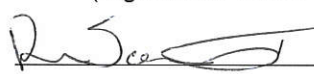
CCC Fire Protection District

(Signature/Printed Name)

 / David Twa
 / Lisa Driscoll
 / Bruce Heid
 / Sylvie Hughes
/

United Chief Officers' Association

(Signature/Printed Name)

 / RICHARD SONSTENG
/
/
/
/
/



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 25, 2015

Subject: Resolution No. 2015/326 Extending the Memorandum of Understanding with SEIU United Healthcare Workers West (UHW)

RECOMMENDATION(S):

ADOPT Resolution No. 2015/326 approving an additional extension of the current Memorandum of Understanding between the In-Home Supportive Services (IHSS) Public Authority and SEIU United Healthcare Workers West (UHW) extending negotiated wage agreements. The new term of the MOU will be March 31, 2012 - October 31, 2015.

FISCAL IMPACT:

The extension is for time and has no fiscal impact on its own.

BACKGROUND:

The Memorandum of Understanding (MOU) between the In-Home Supportive Services Authority (Public Authority) and the SEIU United Healthcare Workers West (Union) was effective from October 1, 2009 through March 31, 2012. On February 3, 2015, the Public Authority approved a contract extension through April 30, 2015. On July 7, 2015, the Public Authority approved a second contract extension through August 31, 2015. Due to turnover for both negotiating teams, the parties had been unable to schedule meetings. The parties have agreed to a third extension and will continue to meet during the extension of the MOU. The proposed extension is through October 31, 2015.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 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: Kathy Gallagher, Director of Employment and Human Services

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this limited MOU extension will result in the providers working out of contract.

ATTACHMENTS

Resolution No. 2015/326

IHSS Extension thru 10/31/15

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

Adopted this Resolution on 08/25/2015 by the following vote:

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



Resolution No. 2015/326

In the Matter of Approving the extension of the Memorandum of Understanding between In-Home Supportive Services (IHSS) Public Authority and SEIU United Health Care Workers West (UHW).

The Contra Costa County Board of Supervisors acting solely in its capacity as governing board of the In-Home Supportive Services Public Authority RESOLVES THAT:

WHEREAS this extension of the Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in the Division 34 of Board of Supervisors' Resolution 81/1165 and Contra Costa County Ordinance No. 98-14 and has been jointly prepared by the parties; and

WHEREAS this extension will expire October 31, 2015.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County APPROVE the extension of the Memorandum of Understanding between In-Home Supportive Services (IHSS) Public Authority and SEIU United Healthcare Workers West (UHW) through October 31, 2015.

I hereby certify that this 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: Lisa Driscoll, County Finance Director (925) 335-1023

ATTESTED: August 25, 2015

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

By: , Deputy

cc: Kathy Gallagher, Director of Employment and Human Services

TENTATIVE AGREEMENT NO. 3
SEIU-UHW, IHSS - NEGOTIATIONS
Section Cover Page
Presented on: 8/19/15

MEMORANDUM OF UNDERSTANDING
BETWEEN
IN-HOME SUPPORTIVE SERVICES AUTHORITY (AUTHORITY)
AND
SEIU - UNITED HEALTHCARE WORKERS WEST (UNION)

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution 81/1165 and Division 55 of the Contra Costa County Ordinance Code and has been jointly prepared by the parties.

The Director of Human Resources is the manager of labor relations for the In-Home Supportive Services (IHSS) Public Authority in authority-provider relations matters as provided in Board of Supervisors' Resolution 81/1165 and Division 55 of the Contra Costa County Ordinance Code.

The parties have met and conferred in good faith regarding wages and other terms and conditions of employment in accordance with Welfare and Institutions Code Section 12301.6 and Division 55 of the Contra Costa County Ordinance Code for the providers in the unit for which the Union is the recognized representative, have freely exchanged information, opinions and proposals, and have endeavored to reach agreement on all matters relating to the authority-provider relations covering such providers.

The IHSS Public Authority and the Union agree to extend to October 31, 2015, ~~August 31, 2015, April 30, 2015, March 31, 2012~~, all of the terms and conditions of the existing MOU, October 1, 2009 through August 31, 2015, ~~April 30, 2015 March 31, 2012 September 30, 2011~~.

Date: 8/19/15

PUBLIC AUTHORITY:

SEIU-UHW, IHSS:

Keith Fleming

BENIGNO DELANO



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 25, 2015

Subject: Memoranda of Understanding with Probation Peace Officers' Association of Contra Costa County

RECOMMENDATION(S):

ADOPT Resolution No. 2015/324 approving the Memorandum of Understanding between Contra Costa County and the Probation Peace Officers' Association of Contra Costa County (PPOACCC), implementing negotiated wage agreements and other economic terms and conditions of employment, for the period of July 1, 2015 through June 30, 2018.

FISCAL IMPACT:

The estimated cost of the negotiated contract is \$1.3 million for FY 2015/16 (\$1.2 million from the 4% wage increase for eleven months, \$527,000 of this is pension cost and \$144,000 for healthcare); \$2.9 million for FY 2016/17 (\$1.3 million from the previous wage increase, \$575,000 of this is pension cost, \$1.3 million from the second 4% increase, and \$336,000 for healthcare); and \$4.3 million for FY 2017/18 (\$1.3 million each for the previous wage increases, \$1.3 million for the third 4% increase, and \$431,000 for healthcare). The estimated cost of the three year contract is \$8.6 million. Implementation of a change in the Cost of Living Adjustment (COLA) to the pension benefit for employees who become members of the Contra Costa County Employees' Retirement Association (CCCERA) on and after January 1, 2016, is intended to result in long term savings for both the employee and the County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 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, Lisa Lopez, Assistant Director of Human Resources, Philip Kader, County Probation Officer

BACKGROUND:

The Probation Peace Officers' Association of Contra Costa County began bargaining with Contra Costa County on May 5, 2015. A Tentative Agreement was reached between the County and PPOACCC on August 17, 2015. The resulting Memorandum of Understanding, which is attached, includes modifications to wages, retirement, health care, and other benefit changes. In summary, those changes are:

- Duration of Agreement - Section 47.4
 - The term of the agreement is from July 1, 2015 through June 30, 2018.
- General Wages - Section 5.1
 - Effective August 1, 2015, the salary of all classifications will be increased by 4%.
 - Effective July 1, 2016, the salary of all classifications will be increased by 4%.
 - Effective July 1, 2017, the salary of all classifications will be increased by 4%.
- Withdrawal of Membership - Section 2.5
 - The language in the agreement regarding the withdrawal of membership has been updated to remove reference to the specific year that such withdrawal must take place.
- Lead Probation Counselor - Section 5.13
 - The language in the agreement has been revised to clarify eligibility for applicable shift differential.
- Deferred Comp Loan Provision - New Section 5.15.D
 - Language has been added to the agreement to include a deferred compensation loan provision.
- Days & Hours of Work - Section 6
 - The work schedules listed in the agreement have been updated to include a 9/80 work schedule.
 - Language has been added to the agreement that requires hourly employees, including temporary and permanent intermittent employees, to timestamp in and out for work shifts and meal breaks.
 - Language has been added to the agreement that requires salaried employees to report time off and time worked for special pays on electronic timecard.
 - The language in the agreement has been revised to require that all leave accruals be reported in 1 minute increments
 - Language has been added to the agreement that waives further meeting and conferring related to impacts that result from implementation of automated timekeeping system, including but not limited to calculation of pays and reporting of time.
- Overtime and Compensatory Time - Section 7
 - The language in the agreement has been revised to define Straight Time Pay; clarify definition of Overtime Pay to be hours worked, not hours paid; and limit change in election of compensatory time to once per fiscal year.
- Call Back Time - Section 8
 - Language has been added to the agreement regarding the calculation of call back time and the requirement that employees must leave the premises to be eligible for call back time.
- Shift Differential - Section 9
 - The language in the agreement has been updated regarding the calculation of shift differentials.
- Workforce Reduction/Layoff/Reassignment - Section 10.2.H.
 - The language in the agreement has been revised to reduce the length of time individuals remain on the layoff list (from four (4) years to two (2) years).
- Holidays - Section 11
 - The language in the agreement has been revised regarding holidays for part-time and permanent intermittent employees.
 - Language has been added to the agreement regarding holidays for full-time employees scheduled to work less than 8 hours (short shift) on a holiday observed.
 - Language has been added to the agreement that limits overtime pay to 8 hours for employees who move their holiday to the next work day.
 - Language has been added that requires full-time employees working at twenty-four (24) hour operations, whose regular assigned schedule requires work on a holiday, to observe the holiday on the date the holiday falls including Saturdays or Sundays.
 - The language in the agreement has been revised to require that personal holiday accruals be reported in 1 minute increments. (Section 11.1.B.)

- The language in the agreement has been revised to limit election of flexible compensatory time and holiday compensatory time to once per fiscal year.
- Accrual Increments - Section 11.1.B , Section 12.1, and Section 13.2
 - The language in the agreement has been revised to require that all personal holiday time be reported in 1-minute increments (Section 11.1.B),
 - The language in the agreement has been revised to require that all vacation accruals be reported in 1-minute increments (Section 12.1).
 - The language in the agreement has been revised to require that all sick leave be reported in 1-minute increments (Section 13.2).
- Health & Welfare, Life & Dental – Sections 17, Section 42, and Section 44.4
 - The health plan coverage and monthly premium subsidy sections were amended to provide a three tier structure for health and dental plan premiums and subsidies and to reduce the number of plans. (Sections 17.1 and 17.2)
 - A new section was added to the MOU that provides no cost increases for employees for the 2016 plan year, additionally the County will pay fifty percent (50%) of the future increases to medical plans above the 2016 premiums rates beginning with the 2017 plan year. (Section 17.7)
 - The language in the agreement has been revised regarding benefit access for Permanent Intermittent employees. (Section 42).
 - Language pertaining to healthcare benefits for temporary employees has been removed. (Section 44.4)
- Grievance Procedure - Section 23
 - The language in the agreement has been updated to include a specified timeframe of fifteen (15) work days to issue a Step 3 written response.
- Retirement - Section 25
 - Language has been added to the agreement regarding retirement benefits for persons who become new members of CCCERA on or after January 1, 2013, as governed by the California Public Employees' Pension Reform Act of 2013 (PEPRA).
 - Language has been added to specify a two percent (2%) Cost of Living Allowance (COLA) for PEPRA Tier employees who become new members of CCCERA on or after January 1, 2016.
- Video Display Terminal (VDT) Users Eye Exam - Section 27.C
 - The language in the agreement has been updated to reflect a new title (Computer Vision Care).
 - The language in the agreement has been updated to allow an increased dollar contribution of \$50 towards frames.
- Pay Warrant Errors - Section 30
 - The language in the agreement regarding pay warrant errors has been updated to allow for a repayment period of up to 3 times the length of time the overpayment occurred.
- Permanent Part Time Employees - Section 41
 - The language in the agreement has been revised to define eligibility for pays and benefits for permanent part-time employees.
- Permanent-Intermittent Employees - Section 42
 - The language in the agreement has been revised to define terms and define eligibility for different types of pays and benefits.
- Provisional Employees - Section 43
 - The provision in the agreement pertaining to Provisional Employees has been removed.
- Temporary Employees - Section 44
 - The language in the agreement has been revised to define terms and eligibility for different types of pays and benefits.
- Scope of Agreement - Section 47.1
 - The County and the Association agree that all relevant side letters have been incorporated into the agreement and that any outstanding side letters not incorporated into the agreement are no longer considered effective.
- Miscellaneous Provisions - Section 50
 - The provision in the agreement pertaining to the Wellness Incentive Program (Section 50.C) has been removed.
- Inclusion of Probation Supervisors Unit
 - Section 1 – Language has been added to the agreement that formally recognizes Probation

Supervisors Unit as part of the Association.

- Section 43 – Language has been added to the agreement to establish a Special Benefits section applicable to employees in the Probation Supervisor I and Institutional Supervisor I classifications.
- Section 10.2.E – Language has been added to the agreement to indicate that employees in the Probation Supervisor I and Institutional Supervisor I classifications are not included in either the Probation Officer or Probation Counselor series, but are instead stand-alone classifications respectively.
- Section 11.2.A – The language in the agreement has been revised to require that Institutional Supervisor I employees assigned to a twenty-four (24) hour facility observe Independence Day, Christmas Day or New Year's Day on the day it falls, including Saturdays and Sundays.
- Section 13.3 – Language has been added to the agreement to include baby-bonding under the policies governing the use of paid sick.
- Classification name change – Global Change
 - The County and the Association agree to change in the agreement all references to “Probation Counselor” to “Juvenile Institution Officer.”

CONSEQUENCE OF NEGATIVE ACTION:

Employees will continue to work without a contract.

ATTACHMENTS

Resolution No. 2015/324

PPOACC MOU 7/1/15 thru 6/30/18

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

Adopted this Resolution on 08/25/2015 by the following vote:

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



Resolution No. 2015/324

In The Matter Of: Memoranda of Understanding with Probation Peace Officers' Association of Contra Costa County for the period of July 1, 2015 through June 30, 2018.

The Contra County Board of Supervisors acting in its capacity as the Governing Board of the County of Contra Costa RESOLVES that:

The Memorandum of Understanding (MOU) between Contra Costa County and Probation Peace Officers' Association of Contra Costa County providing for wages, benefits and other terms and conditions of employment for the period beginning July 1, 2015 through June 30, 2018, for those classifications represented by the Probation Peace Officers' Association of Contra Costa County is ADOPTED. A copy of the MOU is attached.

I hereby certify that this 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: Lisa Driscoll, County Finance Director (925)
335-1023**

ATTESTED: August 25, 2015

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

By: , Deputy

cc: Robert Campbell, County Auditor-Controller, Lisa Lopez, Assistant Director of Human Resources, Philip Kader, County Probation Officer

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY
AND THE
PROBATION PEACE OFFICERS ASSOCIATION
OF
CONTRA COSTA COUNTY



JULY 1, 2015 – JUNE 30, 2018

**PROBATION PEACE OFFICERS ASSOCIATION
OF
CONTRA COSTA COUNTY**

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ATTACHMENTS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY

AND THE

PROBATION PEACE OFFICERS ASSOCIATION
OF
CONTRA COSTA COUNTY**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution 81/1165 and has been jointly prepared by the parties. The Chief of Labor Relations (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board of Supervisors Resolution 81/1165.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in units in which the Association is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees. This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of the County and appropriate fire districts, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing and ending as described in subsection 47.4.

DEFINITIONS

DEFINITIONS

- A. **Appointing Authority:** Department Head unless otherwise provided by statute or ordinance.
- B. **Class:** A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.
- C. **Class Title:** The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.
- D. **County:** Contra Costa County.
- E. **Demotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.
- F. **Director of Human Resources:** The person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.
- G. **Eligible:** Any person whose name is on an employment or reemployment or layoff list for a given class.
- H. **Employee:** A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his return.
- I. **Employment List:** A list of persons who have been found qualified for employment in a specific class.
- J. **Layoff List:** A list of persons who have occupied positions allocated to a class in the Merit System and who have been involuntarily separated by layoff or displacement or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have transferred in lieu of layoff or displacement.
- K. **Permanent-Intermittent Position:** Any position which requires the services of an incumbent for an indefinite period, but on an intermittent basis, as needed, paid on an hourly basis.
- L. **Permanent Part-Time Position:** Any position which will require the services of an incumbent for an indefinite period, but on a regularly scheduled less than full-time basis.

- M. **Permanent Position:** Any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.
- N. **Project Employee:** An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues.
- O. **Promotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.
- P. **Position:** The assigned duties and responsibilities calling for the regular full-time, part-time or intermittent employment of a person.
- Q. **Reallocation:** The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, deep class resolutions or other ordinances.
- R. **Reclassification:** The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.
- S. **Reemployment List:** A list of persons who have occupied positions allocated to any class in the merit system and who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.
- T. **Resignation:** The voluntary termination of permanent employment with the County.
- U. **Temporary Employment:** Any employment in the Merit System which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.
- V. **Transfer:** The change of an employee who has permanent status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.
- W. **Association:** Probation Peace Officers Association of Contra Costa County.

SECTION 1 - ASSOCIATION RECOGNITION

SECTION 1 - ASSOCIATION RECOGNITION

The Association is the formally recognized employee organization for the Probation Representation Unit and Probation Supervisor Unit certified pursuant to Board of Supervisors' Resolution 81/1165.

SECTION 2 - ASSOCIATION SECURITY

2.1 Dues Deduction. Pursuant to Board of Supervisors' Resolution 81/1165, only a majority representative may have dues deduction and as such the Association has the exclusive privilege of dues deduction or agency fee deduction for all employees in its units.

2.2 Agency Shop.

A. The Association agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Association.

B. All employees employed in a representation unit on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:

1. Become and remain a member of the Association or;
2. Pay to the Association, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Association to determine an agency shop fee which meets the above criteria; or
3. Do both of the following:
 - a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - b. Pay a sum equal to the agency shop fee described in subsection 2.2 (Agency Shop) paragraph B subparagraph 2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.

SECTION 2 - ASSOCIATION SECURITY

- C. The Association shall provide the County with a copy of the Association's Hudson Procedure for the determination and protest of its agency shop fees. The Association shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Association's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.
- D. The provisions of subsection 2.2 (Agency Shop) paragraph B subparagraph 2 shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence with duration of more than thirty (30) days.
- E. Annually, the Association shall provide the Director of Human Resources with copies of the financial report which the Association annually files with the California Public Employee Relations Board. Such report shall be available to employees in the unit. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed, and upon mutual agreement, this time limit may be extended to one hundred twenty (120) days.
- F. Compliance.
1. An employee employed in or hired into a job class represented by the Association shall be provided with an Employee Authorization for Payroll Deduction card by the Human Resources Department.
 2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the Association dues, agency shop fee, initiation fee or charitable contribution required under subsection 2.2 (Agency Shop) paragraph B subparagraph 3 are not received, the Association may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Association.
- G. The Association shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Association security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following the adoption of this MOU by the County Board of Supervisors.

SECTION 2 - ASSOCIATION SECURITY

- H. The County Human Resources Department shall monthly furnish a list of all new hires to the Association.
- I. If employees in a bargaining unit represented by the Association vote to rescind agency shop, the provisions of Subsections 2.4 (Maintenance of Membership) and 2.5 (Withdrawal of Membership) shall apply to dues-paying members of the Association.

2.3 Dues Form. Employees hired on or after October 1, 1981, in classifications assigned to units represented by the Association shall, as a condition of employment, complete a Association dues authorization card provided by the Association and shall have deducted from their paychecks the membership dues of the Association. Said employees shall have thirty (30) days from the date of hire to decide if he/she does not want to become a member of the Association. Such decision not to become a member of the Association must be made in writing to the Auditor-Controller with a copy to the Labor Relations Service Unit within said thirty (30) day period. If the employee decides not to become a member of the Association, any Association dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Association. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Association.

Each such dues authorization form referenced above shall include a statement that the Association and the County have entered into a MOU, that the employee is required to authorize payroll deductions of Association dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his/her right to revoke said authorization.

2.4 Maintenance of Membership. All employees in units represented by the Association who are currently paying dues to the Association and all employees in such units who hereafter become members of the Association shall as a condition of continued employment pay dues to the Association for the duration of this MOU and each year thereafter so long as the Association continues to represent the position to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with subsection 2.5 (Withdrawal of Membership).

2.5 Withdrawal of Membership. By notifying the Auditor-Controller's Department in writing, between April 1 and April 30, any employee may withdraw from Association membership and discontinue paying dues as of the payroll period commencing June 1 discontinuance of dues payments to then be reflected in the July 10 paycheck. Immediately upon close of the above mentioned thirty (30) day period the Auditor-Controller shall submit to the Association a list of the employees who have rescinded their authorization for dues deduction. This can only be accomplished if and when agency shop would be rescinded.

SECTION 2 - ASSOCIATION SECURITY

2.6 Communicating With Employees. The Association shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Association, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the employee organization appropriately posts and removes the information. The department head reserves the right to remove objectionable materials after notification to and discussion with the Association.

Representatives of the Association, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Department Head or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees. The Association shall be allowed access to work locations in which it represents employees for the following purposes:

- A. To post literature on bulletin boards.
- B. To arrange for use of a meeting room.
- C. To leave and/or distribute a supply of literature as indicated above.
- D. To represent an employee on a grievance and/or to contact an Association officer on a matter within the scope of representation. In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

2.7 Use of County Buildings. The Association shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:

- A. Such space is available.
- B. There is no additional cost to the County.
- C. It does not interfere with normal County operations.
- D. Employees in attendance are not on duty and are not scheduled for duty.
- E. The meetings are on matters within the scope of representation. The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Association shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition. The use

SECTION 2 - ASSOCIATION SECURITY

of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

2.8 Advance Notice. The Association shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions appointed by the Board, and to meet with the body considering the matter. The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice. In cases of emergency when the Board, or boards and commissions appointed by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

2.9 Written Statement for New Employees. The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Association, that the employee's classification is represented by the Association and the name of a representative of the Association. The County will provide the employee with a packet of information which has been supplied by the Association and approved by the County. The County shall provide an opportunity for the Association to make a fifteen (15) minute presentation at the end of the Human Resources Department's new employee orientation meetings.

2.10 Assignment of Classes to Bargaining Units. The County shall assign new classes in accordance with the following procedure:

- A. Initial Determination. When a new class title is established, the Chief of Labor Relations shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time shall notify all recognized employee organizations of his/her determination.
- B. Final Determination. The Chief of Labor Relations' determination is final unless within ten (10) days after notification a recognized employee organization requests in writing to meet and confer thereon.
- C. Meet and Confer and Other Steps. Upon request by an employee organization in accordance with subsection 2.10, Assignment of Classes to Bargaining Units, paragraph B above, the Chief of Labor Relations shall meet and confer with the requesting organization(s), and with other recognized employee organizations when appropriate, to seek agreement on this matter within sixty (60) days after the ten (10) day period in subsection 2.10 (Assignment of Classes To Bargaining Units) paragraph B, unless otherwise mutually agreed. Thereafter, the procedures in cases of disagreement, arbitration referral and expenses, and

SECTION 3 - NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT (ADA)

criteria for determination shall conform to Board of Supervisor's Resolution 81/1165.

SECTION 3 - NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT (ADA)

There shall be no discrimination because of sex, race, creed, color, national origin, sexual orientation or Association activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established for the position or from carrying out the duties of the position safely.

The Employer and the Association recognize that under the Americans With Disabilities Act ("ADA") the Employer has an obligation to reasonably accommodate disabled employees. If because of that requirement the Employer contemplates actions to reasonably accommodate an employee that conflict with any provision of this Agreement, the County will advise the Association of such proposed accommodation. Upon request, the County will meet and confer with the Association on the impact of such accommodation.

If the County and the Association do not reach agreement, the County may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the County from taking actions necessary to comply with the requirements of ADA.

SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES

4.1 Attendance at Meetings. Employees designated as shop stewards or official representatives of the Association shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:

- A. If their attendance is required by the County at a specific meeting, including meetings of the Board of Supervisors.
- B. If their attendance is sought by a hearing body or presentation of testimony or other reasons.
- C. If their attendance is required for meetings scheduled at reasonable times agreeable to all parties, required for settlement of grievances filed pursuant to Section 23 (Grievance Procedure) of this MOU.
- D. If they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to

SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES

present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties.

- E. If they are designated as spokesperson or representative of the Association and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate department head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required, including meetings of the Board of Supervisors and Retirement Board where items which are within the scope of representation and involving the Association are to be discussed.
- F. Shop stewards and Association officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in Association business. All arrangements for release time shall include the location, the estimated time needed and the general nature of the Association business involved (e.g. grievance meeting, Skelly hearing).

4.2 Association-Sponsored Training Programs. The County shall provide a maximum of forty-eight (48) hours per year of release time for Association designated stewards or officers to attend Association-sponsored training programs. Time authorized by the County for training creditable to STC training shall not be counted towards this total. Verification regarding whether training is creditable will not be determined until after the training is received and submitted for approval to the Corrections Standards Authority (CSA). There will be no penalty for exceeding the cap on training hours if the hours are determined to be non-creditable after the training is received. Requests for release time shall be provided in writing to the Department and the County Human Resources Department at least fifteen (15) days in advance of the time requested. Department Heads will reasonably consider each request and notify the affected employee whether such request is approved within one (1) week of receipt.

4.3 Association Representatives. Official representatives of the Association shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Chief of Labor Relations or designee or other management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed two (2) without prior approval of the Labor Relations Officer, and that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head.

SECTION 5 - SALARIES

5.1 General Wages.

- A.** Effective August 1, 2015, the base rate of pay for all classifications represented by the Probation Peace Officers Association will be increased by four percent (4%).
- B.** Effective on July 1, 2016, the base rate of pay for all classifications represented by the Probation Peace Officers Association will be increased by four percent (4%).
- C.** Effective July 1, 2017, the base rate of pay for all classifications represented by the Probation Peace Officers Association will be increased by four percent (4%).
- D. Longevity Pay.**
 - 1. Employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.
 - 2. Effective July 1, 2012, permanent, full-time and part-time employees who have completed fifteen (15) years of Contra Costa County service will receive a two percent (2%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For those employees who completed fifteen (15) years of service on or before July 1, 2012, this longevity differential will be paid prospectively only from July 1, 2012.
 - 3. Effective July 1, 2012, permanent, full-time and part-time employees who have completed twenty (20) years of Contra Costa County service will receive a two percent (2%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award. For those employees who completed twenty (20) years of service on or before July 1, 2012, this longevity differential will be paid prospectively only from July 1, 2012.

5.2 Entrance Salary. New employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range if mutually agreeable guidelines have been developed in advance or the Director of Human Resources (or designee) offers to meet confer with the Association on a case by case basis each time prior to formalizing the appointment.

5.3 Anniversary Dates. Anniversary dates will be set as follows:

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- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in subsection 5.3 (Anniversary Dates) Paragraph A (New Employees) above.
- C. Demotions. The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.
- D. Transfer, Reallocation & Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- E. Reemployment. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.
- F. Notwithstanding other provisions of this Section 5 (Salaries), the anniversary date of an employee who is appointed to a classified position from outside the County's merit system at a rate above the minimum salary for the employee's new class, or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first day of the calendar month after the calendar month when the employee was appointed or transferred; provided however, when the appointment or transfer is effective on the employee's first regularly scheduled work day of that month, his/her anniversary date is one (1) year after the first calendar day of that month.

5.4 Steps Within Range. The performance of each employee, except those of employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in subsection 5.3 (Anniversary Dates) to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the step or denial of the step subject to one additional review at a specified later date that falls before the employee's next anniversary. Such later date must be established when the original recommendation is returned to the employee. Except as provided herein, steps within range shall not be granted more frequently than once a year, nor shall more than one (1) step within range

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be granted at one time. If the appointing authority recommends denial of the within range step advancement on the employee's anniversary date, but recommends a special salary review at a later date before the employee's next anniversary date, the special salary review shall not affect the regular salary review on the employee's next anniversary date. Nothing herein shall be construed to mandate that the County grant step advancement. If the employee's department attests in writing that it made an administrative or clerical error by failing to submit the documents needed to advance an employee to the next salary step on the first of the month when the employee was eligible for the advancement, said advancement shall take effect retroactive and including the first of the month in which the employee was first eligible for the advancement.

5.5 Part-Time Compensation. A part-time employee shall be paid a monthly salary in the same ratio to the full-time monthly rate to which the employee would be entitled as a fulltime employee under the provisions of this Section 5 (Salaries), as the number of hours per week in the employee's part-time work schedule bears to the number of hours in the full-time work schedule of the department.

5.6 Compensation for Portion of Month. Any employee who works less than any full calendar month, except when on earned vacation or authorized sick leave, shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month; but if the employment is intermittent, compensation shall be on an hourly basis.

5.7 Position Reclassification. An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification.

An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to the maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of subsection 5.9 (Salary on Promotion).

5.8 Salary Reallocation & Salary on Reallocation.

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee

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shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.

- B. If a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in subsection 5.8 (Salary Reallocation & Salary on Reallocation) paragraph A, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. If the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.
- C. If an employee is in a position which is reallocated to a different class allocated to a salary range the same as above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. If the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary.

5.9 Salary on Promotion. Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.12 (Pay for Work in a Higher Classification), shall receive the salary in the new salary range which is next higher than the rate received before promotion. If this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided however that the next step shall not exceed the maximum salary for the higher class. Upon appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If, however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

5.10 Salary on Involuntary Demotion. Any employee who is demoted, except as provided under subsection 5.11 (Salary on Voluntary Demotion), shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he/she has been demoted next lower than the salary received before demotion. If this decrease is less than five percent (5%), the employee's salary shall be adjusted to the

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step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class. Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

5.11 Salary on Voluntary Demotion. Whenever any employee voluntarily demotes to a position in a class having a salary schedule lower than that of the class from which he or she demotes, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, the new salary shall be set at the step next below former salary.

5.12 Pay for Work in Higher Classification. When an employee in a permanent position in the merit system is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to subsection 5.9 (Salary on Promotion) of this Memorandum of Understanding, at the start of the second full day in the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

- A. When an employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- B. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.
- C. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- D. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification shall not be utilized as a promotional procedure provided in this Memorandum of Understanding.
- E. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within one hundred eighty days (180) no additional waiting period will be required.
- G. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential) accruing to the employee in his/her permanent position shall continue.

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- H. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.
- I. Allowable overtime pay, shift differentials and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

5.13 Lead Juvenile Institution Officer. Permanent full-time and permanent intermittent employees in the classifications of Juvenile Institution Officer I (7KWB), Juvenile Institution Officer II (7KVB), and Juvenile Institution Officer III (7KTB) in County juvenile institutions and treatment programs will receive a shift differential of seven and one-half percent (7.5%) of the employee's base hourly rate of pay for all hours worked when assigned as "Lead Juvenile Institution Officer" for their unit or dormitory.

The same shift differential will also apply when:

- replacing an employee in the classification of Institutional Supervisor II (7KGA) who is assigned to the Juvenile Hall (Org. # 3120), or
- replacing an employee in the classification of Institutional Supervisor I (7KHA) who is assigned to Orin Allen Youth Rehabilitation Facility. (Org. # 3160).

Facility administrators have the sole responsibility for selecting and assigning Lead Juvenile Institution Officers. The selection process shall include an assessment of experience, skills, leadership abilities, seniority, and the needs of the unit or facility among other considerations. The selection and assignment of Juvenile Institution Officers in accordance with the above criteria is not grievable.

5.14 Payment. On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee. The advance shall be in an amount equal to one-third (1/3) or less (at the option of the employee) of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions. The election to receive the advance shall be made on the prescribed form (form M-208, revised 5/81) and submitted by the fifteenth (15th) of the month to the department payroll clerk who will forward the card with the Salary Advance Transmittal/Deviation Report to the Auditor-Controller (Payroll Section). Such an election would be effective in the month of the submission and would remain effective until revoked. In the case of an election made pursuant to this Section 5.14, (Payment),

SECTION 5 - SALARIES

all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

5.15 Special Benefit for Permanent Employees Hired on and after January 1, 2011:

- A. Beginning on April 1, 2011 and for the term of this resolution, the County will contribute one hundred and fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County, for employees who meet all of the following conditions:
1. The employee must be hired by Contra Costa County on or after January 1, 2011.
 2. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.
 3. The employee must have been employed by Contra Costa County for at least 90 calendar days.
 4. The employee must contribute a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.
 5. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.
 6. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.
- B. No Cross Crediting: The amounts contributed by the employee and the County pursuant to Subsection A do not count towards the "Qualifying Base Contribution Amount" or the "Monthly Contribution Required to Maintain Incentive Program Eligibility" in Subsection A. Similarly, the amounts contributed by the employee and the County pursuant to Subsection A do not count towards the employee's \$25 per month minimum contribution required by Subsection B.
- C. Maximum Annual Contribution: All of the employee and County contributions set forth in Subsection A will be added together to ensure that the annual maximum contribution to the employee's deferred compensation account does not exceed the annual maximum contribution rate set forth in the United States Internal Revenue Code.

SECTION 6 - DAYS AND HOURS OF WORK

D. Deferred Compensation Plan – Loan Provision: On June 26, 2012, the Board of Supervisors adopted Resolution 2012/298 approving an amendment to the Deferred Compensation Plan Loan Program. The Probation Peace Officers Association (PPOACCC) became eligible to apply for loans through the Contra Costa County Deferred Compensation Program effective June 26, 2012. The following is a summary of the provisions of the loan program:

1. The minimum amount of the loan is \$1,000.
2. The maximum amount of the loan is the lesser of 50% of the employee's balance or \$50,000, or as otherwise provided by law.
3. The maximum amortization period of the loan is five (5) years.
4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).
5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.
6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.
7. An employee may have only one loan at a time.
8. Payment for the loan is made by monthly payroll deduction.
9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time \$50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
11. The County charges a one-time \$25 loan initiation fee and a monthly maintenance fee of \$1.50. These fees are paid by payroll deduction.

SECTION 6 - DAYS AND HOURS OF WORK

6.1 Definitions.

- A. **Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.
- B. **Alternate Work Schedule:** An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.
- C. **Flexible Work Schedule:** A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than forty (40) hours in the "workweek" as defined in subsection F below.

SECTION 6 - DAYS AND HOURS OF WORK

- D. **4/10 Work Schedule:** A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.
- E. **9/80 Work Schedule:** A 9/80 work schedule is where an employee works a recurring schedule of thirty six (36) hours in one calendar week and forty four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty four (44) hour calendar week. In the forty four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.
- F. **Workweek for Employees on Regular, Alternate, and 4/10 Work Schedules:** For employees on regular, flexible, alternate, and 4/10 work schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.
- G. **Workweek for Employees on a 9/80 Work Schedule:** The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty four (24) hour periods (168 hours). Department Heads may offer current and future employees a 9/80 work schedule with the first or second Monday or Friday off and with a start time of 7:30 am or 8:00 am. 9/80 work schedules will be implemented in accordance with the Administrative Bulletin on 9/80 work schedules.
- H. **9/80 Work Schedule.** The Probation Department agrees to continue a 9/80 work schedule program for those Institutional Supervisor I employees who work the graveyard shift at Juvenile Hall with the following conditions:
- a. The 9/80 program does not negatively impact the operations of the Juvenile Hall graveyard shift;
 - b. The 9/80 program will not result in additional staff costs;
 - c. The 9/80 work schedule will be optional to the assigned Institutional Supervisor I employee;

SECTION 7 - OVERTIME AND COMPENSATORY TIME

6.2 4/10 Shifts.

- A. If the County wants to eliminate any existing 4/10 shift and substitute a 5/8 shift or to institute a 4/10 shift which does not allow for three (3) consecutive days off (excluding overtime days or a change of shift assignment), or change existing work schedules or existing hours of work, it will meet and confer with the Association prior to implementing said new shift or hours change. This obligation does not apply where there is an existing system for reassigning employees to different shifts or different starting/stopping times. Nothing herein prohibits affected employees and their supervisor from mutually agreeing on a change in existing hours of work provided other employees are not adversely impacted.
- B. Individual Deputy Probation Officers currently on a 4/10 schedule may remain on said schedule for the duration of the MOU except when a change to a 5/8 schedule is mutually agreed upon between the employee and their immediate supervisor. However, as positions vacate, the Probation Department reserves the prerogative to change the assignment to a 5/8 work schedule before refilling it. Nothing herein precludes supervisors from recommending that vacated 4/10 positions be retained.

6.3 Time Reporting/Time Stamping. Permanent Intermittent and Temporary (hourly) employees must timestamp in and out as they begin their work shifts, finish their work shift, and take meal periods. Salaried employees will report time off and time worked for special pays on the electronic timecard.

6.4 Accrual Usage: The use of leave accruals must be reported in one (1) minute increments.

6.5 Time Reporting and Pay Practices Waiver. The Association agrees to the implementation of an Automated Timekeeping System. The Association waives its right to meet and confer regarding any impacts that may result from the County's implementation of the automated timekeeping system, including but not limited to, changes to current departmental time reporting and pay practices.

SECTION 7 - OVERTIME AND COMPENSATORY TIME

7.1 Overtime.

- A. Permanent full-time and part-time employees will be paid overtime pay or overtime compensatory time off for any authorized work performed:
 - 1) in excess of forty (40) hours per week; or
 - 2) in excess of eight (8) hours per day and that exceed the employee's daily number of scheduled hours. For example, an employee who is scheduled to work ten (10) hours per day and who works eleven (11) hours on a particular day will be paid one (1) hour of overtime.

SECTION 7 - OVERTIME AND COMPENSATORY TIME

Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and any other special differentials). Any special differentials that are applicable during overtime hours worked will be computed on the employee's base rate of pay, not on the overtime rate of pay.

Overtime for permanent employees is earned and credited in a minimum of one-minute increments and is compensated by either pay or compensatory time off.

- B. Permanent Intermittent and temporary employees will be paid overtime pay for any authorized work performed in excess of forty (40) hours per week or in excess of eight (8) hours per day. Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1.5) times the employee's hourly base rate of pay (not including shift or any other special differentials). Any special differentials that are applicable during overtime hours worked will be computed on the employee's base hourly rate of pay, not on the overtime rate of pay.
- C. Permanent full-time and part-time employees in the classification of Institutional Supervisor I (7KHA) who are assigned to Juvenile Hall (Org# 3120) or Orin Allen Youth Rehabilitation Facility (Org# 3160) are eligible to receive overtime pay or overtime compensatory time off for any authorized work performed. All other Institutional Supervisor I (7KHA) employees and employees in the classification of Probation Supervisor I (7AHA) are not eligible to receive the overtime pay, straight time pay or compensatory time described in this Section 7. In lieu of overtime pay, straight time pay or compensatory time; these employees will receive Paid Personal Leave pursuant to Section 50.B.

7.2 Overtime Compensatory Time. The following provisions shall apply:

- A. Employees may annually elect to accrue overtime compensatory time off in lieu of overtime pay. Eligible employees who elect to receive compensatory time off must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify their departmental payroll staff of any change in the election by May 31 of each year.
- B. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the Department. Employees who become eligible (i.e., newly hired employees, employees promoting, demoting, etc.) for compensatory time off in accordance with these guidelines, after the list has been compiled, will be paid for authorized overtime and straight time hours worked until the preparation of the next annual list.
- C. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.
- D. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e., eighty [80] hours at time and one-half). Once

SECTION 7 - OVERTIME AND COMPENSATORY TIME

- the maximum balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.
- E. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in d above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
 - F. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his/her designee and the employee. Compensatory time off shall not be taken when the employee should be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or his or her designee.
 - G. When an employee promotes, demotes, or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.
 - H. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth in paragraph I below.
 - I. Since employees accrue compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, they shall be paid their accrued hours of compensatory time at the straight time rate of pay whenever:
 - 1. The employee changes status and is no longer eligible for compensatory time off.
 - 2. The employee promotes, demotes or transfers to another department.
 - 3. The employee separates from County service.
 - 4. The employee retires.
 - J. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this Section.

SECTION 8 - CALL BACK TIME PAY

7.3 Straight Time Pay and Straight Time Compensatory Time.

- A. Permanent full-time and part-time employees are eligible to receive straight time pay or straight time compensatory time off for hours worked in excess of the employee's daily number of scheduled hours that do not qualify for overtime pay as described in Section 7.1, above.
- B. Straight time pay is calculated at the rate of one (1.0) times the employee's base rate of pay (not including differentials or shift pays).
- C. Straight time compensatory time off is accrued at the rate of one (1.0) times the number of straight time hours worked as defined in 7.3.A. above. The election of compensatory time off for overtime hours in lieu of overtime pay means that the employee also elects to receive compensatory time off for straight time hours in lieu of straight time pay. An employee cannot elect to receive straight time compensatory time off for straight time hours if the employee does not also elect to receive compensatory time off for overtime hours, and vice versa. For employees who receive straight time compensatory time off in lieu of straight time pay, except as otherwise set forth in this Section 7.3, the rules for administration of compensatory time off described in Section 7.2, above, apply to straight time compensatory time off.

SECTION 8 - CALL BACK TIME PAY

A permanent full-time or permanent part-time employee who is called back to duty will be paid for Call Back Time. Call Back Time occurs when an employee is not scheduled to work and is not on County premises, but is called back to work on County premises or for a County work assignment. An employee called back to work will be paid Call Back Time Pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) for the actual Call Back Time worked plus one (1) hour. An employee called back to work will be paid a minimum of two (2) hours for each Call Back Time event.

SECTION 9 - SHIFT DIFFERENTIAL

- A. Permanent full-time and permanent part-time employees:
 - 1. Permanent full-time and permanent part-time employees will receive a shift differential of five percent (5%) for the employee's entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m.
 - 2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT

3. Employees who commence a vacation, paid sick leave period, paid disability or other paid leave immediately after working a shift that qualifies for the shift differential, will have the shift differential included in computing the pay for their time on paid leave. Employees on a rotating shift schedule who commence a vacation, paid sick leave, paid disability, or other paid leave will be paid the shift differential that they would have received had the employees worked the scheduled shift during the period of paid leave. Shift differential shall only be paid during paid sick leave and paid disability leave as provided above for the first thirty (30) calendar days of each absence.
- B. Permanent Intermittent and Temporary employees:
1. Permanent Intermittent and temporary employees will receive a shift differential of five percent (5%) for a maximum of eight (8) hours per work day and/or forty (40) hours per workweek when the employee works four (4) or more hours between 5:00p.m. and 9:00a.m.
 2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT

10.1 Workforce Reduction. If funding reductions or shortfalls in funding occur in a department or are expected, which may result in layoffs, the department will notify the Association and take the following actions:

- A. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- B. Advise employees in those classifications that position reductions may occur in their classifications.
- C. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- D. Consider employee requests to reduce their position hours from full-time to part-time to alleviate the impact of the potential layoffs.
- E. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within

SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT

the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).

- F. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team (TET) program to:
 - 1. Maintain an employee skills inventory bank to be used as a basis for referrals to other employment opportunities.
 - 2. Determine if there are other positions to which employees may be transferred.
 - 3. Refer interested persons to vacancies which occur in other job classes for which they qualify and can use their layoff eligibility.
 - 4. Establish workshops to aid laid off employees in areas such as resume preparation, alternate career counseling, job search strategy, and interviewing skills.
- G. When it appears to the Department Head and/or Chief of Labor Relations (or designee) that the Board of Supervisors may take action which will result in the layoff of employees in the Probation representation unit, the Chief of Labor Relations (or designee) shall notify the Association of the possibility of such layoffs and shall meet and confer with the Association regarding the implementation of the action.

10.2 Separation Through Layoff.

- A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).
- B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.
- C. Layoff By Displacement.
 - 1. In the Same Class. A laid off permanent full-time employee may displace an employee in the department having less seniority in the same class who occupies permanent intermittent or permanent part-time position, the least senior employee being displaced first.
 - 2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class an employee having less

SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT

seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.

D. Particular Rules on Displacing.

1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
2. A permanent full-time employee may displace any intermittent or part-time employee with less seniority.
 - a. In the same class as provided in Section 10.2 (Separation Through Layoff) paragraph C subparagraph 1 (In the Same Class) or,
 - b. In a class of the same or lower salary level as provided in Section 10.2 (Separation Through Layoff) paragraph C subparagraph 2 (In the Same Level or Lower Class), if no fulltime employee in a class at the same or lower salary level has less seniority than the displacing employees.
3. Former permanent full-time employees who have voluntarily become permanent part time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Director of Human Resources or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.

E. Seniority.

1. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent of the former class, shall carry the seniority accrued in the former class into the new class. Service for layoff and displacement purposes includes only the employee's last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the employee's layoff eligibility. Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the

SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT

department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

2. Seniority for layoffs, pursuant to this Section 10 (Workforce Reduction/Layoff/Reassignment) and subsection 20.5 (Reassignment Due to Layoff or Displacement) shall be based on series seniority rather than classification seniority. The Juvenile Institution Officer series includes Juvenile Institution Officer I, Juvenile Institution Officer II, and Juvenile Institution Officer III. The Deputy Probation Officer series includes Deputy Probation Officer I, Deputy Probation Officer II, and Deputy Probation Officer III. The Probation Supervisor I and Institutional Supervisor I classifications are not included in either series and are considered stand-alone classifications. An employee's seniority within a series for layoff, displacement and reassignment purposes under subsection 19.6 (Seniority Credit) shall be determined by adding the employee's length of service in the particular series in which the employee currently holds a position, to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of the layoff.
- F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or as voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the Layoff List for the class of positions from which that person has been removed.
- G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted because of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced, demoted, or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.
- H. Duration of Layoff & Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of two (2) years.
- I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the

SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT

eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of the salary range the employee held on the day of layoff.

- J. Removal of Names from Layoff Lists. The Director of Human Resources may remove the name of any eligible from a layoff list for any reason listed below:
1. For any cause stipulated in Section 404.1 (Causes for Disqualification) of the Personnel Management Regulations.
 2. On evidence that the eligible cannot be located by postal authorities.
 3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
 4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible.
 5. If the eligible fails to respond to the Director of Human Resources or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address. If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list. Any subsequent appointment of such person from the layoff list shall result in removal of that person's name.
- K. Removal of Names from Reemployment and Layoff certifications. The Director of Human Resources may remove the name of any eligible from a reemployment or layoff certification if the eligible fails to respond within five (5) days to a written notice of certification mailed to the person's last known address.

10.3 Notice. The County agrees to give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.

10.4 Special Employment Lists. The County will establish a Tactical Employment Team (T.E.T.) employment pool which will include the names of all laid off County employees. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s). Employees in the T.E.T. employment pool shall be guaranteed a job interview for any vacant funded position for which they meet minimum qualifications. If there are more than five such employees who express an interest for one vacant funded position, the five most senior employees shall be interviewed. Seniority for this subsection shall be County seniority.

10.5 Reassignment of Laid Off Employees. Employees who are displaced within the same classification or within the Juvenile Institution Officer series or within the Probation Officer series from fulltime to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). The request must be in writing in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

SECTION 11 - HOLIDAYS

11.1 Holidays Observed.

A. The County will observe the following holidays:

January 1st, known as New Year's Day
3rd Monday in January known as Dr. M. L. King, Jr. Day
3rd Monday in February, known as Presidents' Day
The last Monday in May, known as Memorial Day
July 4th, known as Independence Day
First Monday in September, known as Labor Day
November 11th, known as Veterans Day
4th Thursday in November, known as Thanksgiving
The day after Thanksgiving
December 25th, known as Christmas Day

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

1. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.
 2. For employees who work in twenty-four (24) hour operations and whose regularly assigned schedule results in the employee working a holiday, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.
- B. Each full-time employee will accrue two (2) hours of personal holiday credit per month. Such personal holiday time, will be taken in one minute increments, and preference of personal holidays shall be given to employees according to their

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seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee shall be paid for any unused personal holiday credits at the employee's then current pay rate.

- C. Employees who work in twenty-four (24) hour facilities or Juvenile Institution Officers designated as Juvenile Hall Transportation Officers by the Probation Department will, in addition to those holidays specified in Section 11.1.A above, observe Admission Day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but shall not accrue the two (2) hours per month of personal holiday credit referenced in Section 11.1.B above. Juvenile Institution Officers designated as Juvenile Hall Transportation Officers by the Probation Department may be required to work one or more of the holidays.

11.2 Holiday is Observed (NOT WORKED)

A. Full-Time Employees:

1. **Holiday Observed – Full-Time Employees.** Full-time employees on regular 4/10, 9/80, flexible, and alternate work schedules are entitled to observe a holiday (eight [8] hours off), without a reduction in pay, whenever a holiday is observed by the County.
2. **Holidays Observed on Regular Day off of a Full Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedule:** When a holiday is observed by the County on the regularly scheduled day off of an employee who is on a 4/10, 9/80, flexible, or alternate work schedule, the employee is entitled to take eight (8) hours off, without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours of flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time in recognition of his/her regularly scheduled day off.
3. **Holiday Observed – Full Time Employees Scheduled in Excess of Eight (8) Hours:** When a holiday falls on an a employee's regularly full-time employee's scheduled work day, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (A.W.O.P.) will be authorized.
4. **Holiday Observed – Full Time Employees Scheduled for Less Than Eight (8) Hours:** When a full time employee is scheduled to work less than eight (8) hours on a holiday and the employee observes the holiday, the employee is also entitled to receive flexible pay at the rate of 1.0 times

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his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the hours the employee is scheduled to work on the holiday.

B. Part Time Employees:

1. **Holidays Observed – Part-time Employees.** When a holiday is observed by the County, each part-time employee is entitled to observe the holiday in the same ratio as the his/her number of position hours bears the part-time employee's weekly schedule bears to forty (40) hours, multiplied by eight (8) hours, without a reduction in pay. For example, a part-time employee whose position hours are 24 hours per week is entitled to 4.8 hours off work on a holiday (24/40 multiplied by 8 = 4.8). Hereafter, the number of hours produced by this calculation will be referred to as the "part-time employee's holiday hours."
2. **Holiday Observed on Regular Day Off of Part Time Employees:** When a holiday is observed by the County on the regularly scheduled day off of a part time employee, the part time employee is entitled to observe the holiday in the amount of the "part time employee's holiday hours," without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or compensatory time, in the amount of the "part time employee's holiday hours" in recognition of his/her scheduled day off.
3. **Holiday Observed - Part Time Employees Scheduled to Work in Excess of "Part Time Employee's Holiday Hours":** When the number of hours in a part time employee's scheduled work day that falls on a holiday is more than the employee's "part time employee's holiday hours", the employee must use non-sick leave accruals for the difference between the employee's scheduled work hours and the employee's part time employee's holiday hours." If the employee does not have any non-sick leave accruals balances, leave without pay (AWOP) will be authorized.
4. **Holiday Observed – Part Time Employees Scheduled to Work Less Than "Part Time Employee's Holiday Hours".** When the number of hours in a part time employee's schedule work day that fall on a holiday is less than the employee's "part time employee's holiday hours", the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her rate of pay (not including differentials) for the difference between the employee's scheduled work hours and the employee's "part time employee's holiday hours."

11.3 Holiday is WORKED.

A. Full Time Employees:

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1. **Holiday Falls on Regularly Scheduled Work Day of Full Time Employees on Regular, 4/10, 9/80, Flexible and Alternate Work Schedules:** When a full-time employee works on a holiday that falls on the employee's regularly scheduled work day, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive holiday pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) or holiday compensation time at the same rate, up to a maximum of eight (8) hours. This provision applies to regular, 4/10, 9/80, flexible and alternate work schedules.
2. **Holiday Worked – Full Time Employee Scheduled less than Eight (8) Hours on Regularly Scheduled Work Day:** When a full time employee is scheduled to work less than eight (8) hours on a holiday (hereafter referred to as "full time employee short shift"), and the employee works that full time employee short shift, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between eight (8) hours and the employee's scheduled full time employee short shift hours.
3. **Holiday Falls On Regularly Scheduled Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules:**
 - A. When a full-time employee works on a holiday that falls on the employee's scheduled day off, the employee is entitled to receive his or her regular salary. The employee is also entitled to receive overtime pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) or compensation time at the same rate for all hours worked on the holiday. The employee is also entitled to receive eight (8) hours of flexible compensatory time or pay, at the rate of 1.0 times his/her base rate of pay, in recognition of his/her scheduled day off. This provision applies to employees on 4/10, 9/80, flexible, and alternate work schedules.
 - B. **Part Time Employees.**
 1. **Holiday Falls on Regularly Scheduled Work Day:** When a part time employee works on a holiday that falls on the employee's scheduled work day, the part time employee is entitled to receive his/her regular salary. The part time employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensatory time for all hours worked on the holiday, up to a maximum of the "part time employee's holiday hours."
 2. **Holiday Worked-Part Time Employee Scheduled for Less Than "Part Time Employee's Holiday Hours" on Regularly Scheduled Work Day:** When a part time employee is scheduled to work less than the employee's "part time employee's holiday hours" on a holiday (hereafter referred to as "part time employee's short shift"), and the employee works that part time

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employee short shift, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between the "part time employee's holiday hours" and the part time employee short shift hours.

3. **Holiday Worked – Part Time Employee Scheduled to Work in Excess of "Part Time Employee's Holiday Hours" on Regularly Scheduled Work Day:** When a part time employee is scheduled to work more than his/her "part time employee's holiday hours" on a holiday (hereafter referred to as "part time employee long shift"), and the employee works more than the part time employee long shift hours, the employee is entitled to receive straight time pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or compensatory time up to eight (8) hours. When a part-time employee works more than his/her part time employee long shift hours and beyond eight (8) hours, the part time employee is entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all hours worked beyond the part time employee long shift hours that exceed eight (8) hours.
4. **Holiday Falls on Regularly Scheduled Day Off of Part Time Employee:** When a part time employee works on a holiday that falls on the employee's regularly scheduled day off, the employee is entitled to receive his/her regular salary. The part time employee is also entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all hours worked on the holiday, up to a maximum of the amount of the "part time employee's holiday hours."
5. **Holiday Worked – Regularly Scheduled Day off in Excess of "Part Time Employee's Holiday Hours:** If a part time employee works more than the "part time employee's holiday hours," the part time employee is also entitled to receive compensatory time or straight time pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for all hours worked up to a maximum of eight (8) hours. If a part time employee works more than eight (8) hours on the holiday, the part time employee is entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all hours worked beyond eight (8) hours. The part time employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) multiplied by the amount of the "part time employee's holiday hours" or flexible compensatory time in recognition of his/her scheduled day off.
6. **Holiday Worked – Regularly Scheduled Day Off Less Than "Part Time Employee's Holiday Hours".** If a part time employee works a part time employee short shift on his/her regularly scheduled day off, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for

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the difference between the part time employee's short shift hours and the "part time employee's holiday hours."

11.4 Holiday and Compensatory Time Provisions.

- A. Maximum Accruals of Holiday Comp Time.** Holiday compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty eight (288) hours are accrued by an employee, the employee will receive holiday pay at the rate of one and one-half (1.5) times his/her base rate of pay. Holiday compensation time may be taken at those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- B. Pay Off of Holiday Comp Time.** Holiday compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent intermittent position, or transfer, assignment, or promotion or demotion into a position that is not eligible for holiday compensatory time.
- C. Maximum Accruals of Flexible Compensatory Time.** Flexible compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive flexible pay at the rate of one (1.0) times his/her base rate of pay. Flexible compensatory time may be taken on those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- D. Payoff of Flexible Comp Time.** Flexible compensatory time will be paid off only upon a change in status. A change in status includes transfer to another department, reassignment to a permanent-intermittent position, or transfer, assignment, or promotion or demotion into a position that is not eligible for flexible compensatory time.
- E.** Employees who elect to receive flexible compensatory time or holiday compensatory time credit must agree for a full fiscal year (July 1 through June 30). The employee must notify their departmental payroll staff of any change in the election by May 31 of each year.

11.5 Permanent Intermittent Employees. Permanent-Intermittent employees who work on a holiday are entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for a maximum of eight (8) hours worked on the holiday.

11.6 Holiday Worked by Temporary Employee. A temporary employee in the job classification of Juvenile Institution Officer I, II, or III who has completed 2080 hours of employment is eligible to receive overtime pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday, up to a maximum of eight (8) hours.

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11.7 Holidays for Full-Time Employees who Work in Twenty-Four (24) Hour Facilities and Who do Not Accrue Two (2) Hours per Month of Personal Holiday Credit.

- A. All of the provisions of section 11 apply to all the full-time employees who work in twenty-four (24) hour facilities and who do not accrue two (2) hours per month of personal holiday credit.
- B. When a holiday falls on the regularly scheduled day off of a full-time employee who works in a twenty-four (24) hour facility and who does not accrue two (2) hours per month of personal holiday credit, the employee's regularly scheduled day off moves to the employee's next scheduled work day.
 1. **Employee Works on his/her Next Scheduled Work Day Following the Holiday:** When a full-time employee works on his or her next scheduled work day following the holiday, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive, for a maximum of eight (8) hours, overtime pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) or compensation time at the same rate.
 2. **Employee does NOT work on his/her Next Scheduled Work Day Following the Holiday.** When a full time employee does NOT work on his/her next scheduled work day following the holiday, the employee is entitled to the day off, without a reduction in pay, in recognition of his/her regularly scheduled day off.
 3. The County retains the right to decide when an employee will work or not work the next scheduled work day following a holiday.

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12.1 Vacation Allowance. Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.8 (Salary Reallocation and Salary Reallocation) of this MOU. Vacation credits may be taken in one (1) minute increments but may not be taken during the first six (6) months of employment (not necessarily synonymous with probationary status) except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken.

12.2 Vacation Leave on Reemployment From a Layoff List. Employees with six (6) months or more service in a permanent position prior to their layoff who are employed from a layoff list, shall be considered as having completed six months tenure in a permanent position for the purpose of vacation leave. The appointing authority or

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designee will advise the Auditor- Controller's Payroll Unit in each case where such vacation is authorized so that appropriate payroll system override actions can be taken.

12.3 Vacation Accrual Rates.

- A. Accrual Rates of Maximum Accumulation. The rates at which vacation credits accrue, and the maximum accumulation thereof, are as follows:

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 5 years	6-2/3	160
5 through 10 years	10	240
11 years	10-2/3	256
12 years	11-1/3	272
13 years	12	288
14 years	12-2/3	304
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

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

Example One:

1. The employee's Service Award Date is January 1, 1988;
2. The employee reached twenty (20) years of service on January 1, 2008;
3. February 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's March 10, 2008 pay warrant.

Example Two:

1. An employee's Service Award Date is February 24, 1987
2. The employee reached twenty (20) years of service on February 24, 2007;
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's April 10, 2007 pay warrant.

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12.4 Accrual During Leave Without Pay. No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

12.5 Vacation Allowance for Separated Employees. On separation from County service, an employee shall be paid for any unused vacation credits at the employee's then current pay rate.

12.6 Vacation Preference. Use of vacation accruals is by mutual agreement between the employee and the supervisor and preference of vacation shall be given to employees according to their seniority in their department as reasonably as possible unless otherwise provided in the supplemental sections of this Memorandum of Understanding.

SECTION 13 - SICK LEAVE

13.1 Purpose of Sick Leave. The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as authorized; it is not paid time off which employees may use for personal activities.

13.2 Credits to and Charges Against Sick Leave. Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations and this Memorandum of Understanding. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation. Credits to and charges against sick leave are made in minimum amounts of one (1) minute increments. Unused sick leave credits accumulate from year to year. When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if reemployed in a permanent position within the period of layoff eligibility. As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.

13.3 Policies Governing the Use of Paid Sick Leave.

A. As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

1. "Immediate Family" means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is

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the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

2. "Employee" means any person employed by Contra Costa County in an allocated position in the County service.
 3. "Paid Sick Leave Credits" means those sick leave credits provided for by County Salary Regulations and this Memorandum of Understanding.
 4. "Condition/Reason". With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.
- B. Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:
1. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
 2. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
 - a. An application for retirement due to disability has been filed with the Retirement Board.
 - b. Satisfactory medical evidence of such disability is received by the appointing authority within 30 days of the start of use of sick leave for permanent disability.
 - c. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
 3. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.

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4. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery there from, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
 - a. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
 - b. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery there from the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
 - c. Sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
5. Medical and Dental Appointments. An employee may use paid sick leave credits:
 - a. For working time used in keeping medical and dental appointments for the employee's own care; and
 - b. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.
6. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
7. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.

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8. Legal Adoption of a Child. Paid sick leave credits may be used by an employee upon adoption of the child.
9. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.
10. Accumulated paid sick leave credits may not be used in the following situations:
 - a. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he/she is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
 - b. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

13.4 Administration of Sick Leave. The proper administration of sick leave is a responsibility of the employee and the department head. Unless otherwise provided in the supplemental sections of this MOU, the following procedures apply:

A. Employee Responsibilities

1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.

B. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action. Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The department head or

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designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under subsection 13.4 (Administration of Sick Leave) paragraph A.
2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.
3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above. Department heads are responsible for establishing timekeeping procedures which will insure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator. To help assure uniform policy application, the Director of Human Resources or designated management staff of the County Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.

13.5 Disability.

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the

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health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employees paid time a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.

- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Director of Human Resources may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.
- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under subsection 13.5 (Disability) paragraphs (A) or (B), the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:
 - 1. A statement of the leave of absence or suspension proposed.
 - 2. The proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee.
 - 3. A statement of the basis upon which the action is being taken.
 - 4. A statement that the employee may review the materials upon which the action is taken.
 - 5. A statement that the employee has until a specified date (not less than seven (7) work days from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.

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- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) work days to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by mail, effective either upon personal delivery or deposit in the US Postal Service.
- I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the Director of Human Resources to the Merit Board. Alternatively, the employee may file a written election with the Director of Human Resources waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.
- J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
 - 1. The physical or mental health condition cited by the appointing authority does not exist, or
 - 2. The physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.
- K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Director of Human Resources to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.
- L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or the employee's Association. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee. The scope of the arbitrator's review shall be as follows:
 - 1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.

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2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.
3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.

13.6 Workers' Compensation.

A. Not Covered by Labor Code Section 4850. This subsection 13.6.A (Worker's Compensation) applies only to those on-the-job injuries or illnesses sustained by employees who are not covered for such injury or illness under Labor Code Section 4850:

1. Benefit Level. A permanent employee shall continue to receive the appropriate percent of regular monthly salary for all accepted claims filed before January 1, 2000, during any period of compensable temporary disability absence not to exceed one year. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 87% to 86%. For all accepted claims filed with the County on or after January 1, 2007, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 86% to 80%. For all accepted claims filed with the County on or after January 1, 2008, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 80% to 75%. If Workers' Compensation becomes taxable, the County agrees to restore the original benefit level (100% of monthly salary) and the parties shall meet and confer with respect to funding the increased cost.
2. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses anytime on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.
3. Continuing Pay. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. Payment of continuing pay and/or temporary disability compensation is made in

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accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California. When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received. Employees shall be entitled to a maximum of one (1) year of continuing pay benefits.

4. Termination of Continuing Pay. Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division. Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits, provided the employee notifies his/her supervisor of the appointment at least three (3) working days prior to the appointment or as soon as the employee becomes aware the appointment has been made. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.
5. Extended Temporary Disability. If an injured employee remains eligible for temporary disability beyond one year, applicable salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits (vacation charges to be approved by the department and the employee). If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

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6. Rehabilitation Integration. An injured employee who is eligible for Workers' Compensation rehabilitation temporary disability benefits and whose disability is medically permanent and stationary and/or reaches maximum medical improvement, will continue to receive salary by integrating sick leave and/or vacation accruals with Workers' Compensation rehabilitation temporary disability benefits until those accruals are exhausted. Thereafter, the rehabilitation temporary disability benefits will be paid directly to the employee.
7. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.
8. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows:

$$C = 8 [1 - (W \div S)]$$

C = Sick leave or vacation charge per day (in hours)

W = Statutory Workers' Compensation for a month

S = Monthly salary

For example:

W = \$960 per month Workers' Compensation

S = \$1667 per month salary

8 = 8 hours

C = Hours to be charged to Sick Leave

$$C = 8 [1 - (\$960 \div \$1,667)]$$

$$C = 8 [1 - (.5758)]$$

$$C = 8 (.4242)$$

$$C = 3.39$$

3 hours chargeable to sick leave

5 hours chargeable to Workers' Compensation

- B. Covered By Section 4850. This subsection 13.6.B applies only to those on-the-job injuries or illnesses sustained by employees who are covered for such injury or illness under Labor Code Section 4850.

1. State Labor Code 4850 Pay. Law enforcement officers as defined in State Labor Code 4850 who are members of the Contra Costa County Retirement System continue to receive full salary benefits in lieu of temporary disability during any absence from work which qualifies for Workers Compensation benefits.

Currently, the maximum 4850 pay is one (1) year for any injury or illness. To be eligible for this benefit the employee must be under the care of a physician. All 4850 pay shall be approved by the County Administrator's Office, Risk Management Division.

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2. Sick Leave and Vacation. Sick leave and vacation shall accrue in accordance with the provision of State Labor Code 4850.
3. 4850 Pay Beyond One Year. If an injured employee remains eligible for Worker's Compensation temporary disability benefits beyond one year, full salary will continue by integrating sick leave and/or vacation accruals with Worker's Compensation benefits (use of vacation accruals must be approved by the department and the employee). If salary integration is no longer available because accruals are exhausted, Worker's Compensation benefits will be paid directly to the employee as prescribed by Workers Compensation laws.
4. Rehabilitation Integration. An injured employee who is eligible for Worker's Compensation rehabilitation temporary disability benefits and who has exhausted 4850 pay eligibility will continue to receive full salary by integrating sick leave and/or vacation accruals with Worker's Compensation rehabilitation temporary disability benefits. When these accruals are exhausted, the rehabilitation temporary disability benefits will be paid directly to the employee as prescribed by Workers Compensation laws.
5. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the 4850 pay period and during integration of sick leave or vacation with Worker's Compensation benefits.
6. Integration. An employee's sick leave and/or vacation charges shall be calculated as follows: $C = 8 [1 - (W \div S)]$

C = Sick leave or vacation charge per day (in hrs.)

W = Statutory Workers' Compensation for a month

S = Monthly salary

13.7 Accrual During Leave Without Pay. No employee who has been granted a leave without pay or an unpaid military leave shall accrue any sick leave credits during the time of such leave nor shall an employee who is absent without pay accrue sick leave credits during the absence.

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

14.1 Program Design. The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a

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

14.2 Operation.

- A. The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee will meet once a month if necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are nonspecific. Consideration of all requests by the committee will be on an anonymous requester basis.
- B. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals. To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donation from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.
- C. Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.

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- D. No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources. No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account.

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15.1 Leave Without Pay. Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable state and federal law.

15.2 General Administration - Leaves of Absence.

- A. Requests for leave without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return. Leave without pay may be granted for any of the following reasons:
1. Illness or disability.
 2. Pregnancy.
 3. Parental.
 4. To take a course of study such as will increase the employee's usefulness on return to the position.
 5. For other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original

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leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.

- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date an employee uses his/her FMLA leave in accordance with Section 15.5 (Family Care or Medical Leave) below.
- E. Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, or serious health condition, the decision of the appointing authority on granting or denying a leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

15.3 Furlough Days Without Pay (Voluntary Time Off or "V.T.O."). Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with subsection 5.6 (Compensation for Portion of Month) of this MOU. Full-time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation, sick leave, floating holiday and other accrual credits for employees taking furlough time, this provision shall supersede subsections 11.1 (Holidays Observed), 12.1 (Vacation Allowance), 12.4 (Accrual During Leave Without Pay), 13.2 (Credits to and Charges Against Sick Leave), and 13.7 (Accrual During Leave Without Pay) of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing V.T.O. program shall be continued for the life of the contract.

15.4 Military Leave. Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency shall be granted a leave of absence in

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accordance with applicable state or federal laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever. An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service. Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

15.5 Family Care Leave or Medical Leave. Upon request to the appointing authority, in a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave, any employee who has permanent status shall be entitled to at least eighteen (18) weeks leave (less if so requested by the employee) for:

- A. Medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or
- B. Family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

15.6 Certification. The employee may be asked to provide certification of the need for family care leave or medical leave. Additional period(s) of family care or medical leave may be granted by the appointing authority.

15.7 Intermittent Use of Leave. The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 15.12 (Leaves Without Pay – Use of Accruals) below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

15.8 Aggregate Use for Spouses. If the spouses or domestic partners are both employed by the County, the family care or medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during a “rolling” twelve (12) month measured backward from the date the employee uses his/her FMLA leave. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

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15.9 Definitions. For medical and family care leaves of absence under this section, the following definitions apply:

- A. **“Child”**: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- B. **“Parent”**: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. **“Spouse”**: A partner in marriage as defined in California Civil Code Section 4100.
- D. **“Domestic Partner”**: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
- E. **“Serious Health Condition”**: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.
- F. **“Certification for Family **Care** (CFRA) Leave”**: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
 - 1. The date, if known, on which the serious health condition commenced.
 - 2. The probable duration of the condition.
 - 3. An estimate of the amount of time which the employee needs to render care or supervision.
 - 4. A statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision.
 - 5. If for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.
- G. **“Certification for Family **Medical** (FMLA) Leave”**: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:

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1. The date, if known, on which the serious health condition commenced.
 2. The probable duration of the condition.
 3. A statement that the employee is unable to perform the functions of the employee's job.
 4. If for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.
- H. "Comparable Position": A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

15.10 Pregnancy Disability Leave.

- A. How Leave Is Counted. Insofar as pregnancy disability leave is used under subsection 13.3, paragraph B, subparagraph 4 (Sick Leave Utilization for Pregnancy Disability), that time will not be considered a part of the eighteen (18) week family care leave period.
- B. Pregnancy Limited Duty Assignment. Once an employee has been granted limited duty status for maternity reasons by the County, such employee may, with specific medical verification, request and receive reassignment to a work location which shall not require the employee to have a physical presence during the term of the pregnancy on any living unit at juvenile hall.

15.11 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in subsection 15.12 (Leave Without Pay – Use of Accruals). During the eighteen (18) weeks of an approved medical or family care leave under subsection 15.5 (Family Care Leave or Medical Leave) above, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under subsection 15.12 (Leave Without Pay – Use of Accruals). In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

15.12 Leave Without Pay - Use of Accruals.

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under subsection 13.3 - Policies

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Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by Long Term Disability ("LTD") Benefit Coordination or Sick Leave Integration or as provided in the sections below.

- B. California Family Rights Act (CFRA) and Federal Medical Leave Act (FMLA). During the eighteen (18) weeks of an approved medical (FMLA) or family care (CFRA) leave, if a portion of that leave will be on a leave of absence without pay, the employee will be required to use at least 0.1 hour of sick leave (if so entitled under subsection 13.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection 15.12, paragraph A (All Leaves of Absence) above.
- C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in subsection 15.12 (All Leaves of Absence) paragraph B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection 15.12 (All Leaves of Absence) paragraph A herein.
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under subsection 13.3 (Policies Governing the Use of Paid Sick leave).

15.13 Leave of Absence Replacement and Reinstatement. Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service due to the reinstatement of a permanent employee, the provisions of Section 10 (Workforce Reduction/Layoff/Reassignment) shall apply.

15.14 Reinstatement From Family Care/Medical Leave. In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full-time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than seven hundred twenty (720) hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in

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writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.

15.15 Salary Review While on Leave of Absence. The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

15.16 Unauthorized Absence. An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

15.17 Non-Exclusivity. Other MOU language on this subject, not in conflict, shall remain in effect.

SECTION 16 - JURY DUTY AND WITNESS DUTY

16.1 Jury Duty. For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court.

- A. When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities.
- B. Employees shall advise their department as soon as possible if scheduled to appear for jury duty.
- C. If summoned for jury duty in a Superior or Federal Court, or a Coroner's jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.
- D. When an employee is summoned for jury duty selection or is selected as a juror in a Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:
 - 1. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. An "Absence/Overtime Record" ("AOR") is not required.

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2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. A court certificate is not required but an Absence/Overtime Record ("AOR") must be submitted to the department payroll clerk.
- E. Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.
- F. An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.
- G. When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise.
- H. Permanent-intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

16.2 Witness Duty. Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them other than mileage allowance or they may take vacation leave or leave without pay and retain all fees and expenses. Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them. Retention or waiver of fees shall be governed by the same provisions as apply to jury duty as set forth in subsection 16.1 (Jury Duty) of this MOU. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

SECTION 17 - HEALTH, LIFE & DENTAL CARE

17.1 Health Plan Coverage.

- A. The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) or more hours per week and for their eligible family members, expressed in one of the Medical Plan contracts and one of the Dental Plan contracts between the County and the following providers:

Providers:

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1. Contra Costa Health Plans (CCHP)
2. Kaiser Permanente Health Plan
3. Health Net
4. Delta Dental
5. DeltaCare (PMI)
6. High Deductible Health Plan Provider selected by the County

Employee Co-pays for these plans are as shown on Attachment B.

Medical Plans:

All employees will have access to the following health plans:

1. CCHP A
2. Kaiser Permanente Plan B
3. Health Net HMO Plan B
4. A High Deductible Health Plan selected by the County

The following additional medical plans will be available only to employees hired before January 1, 2016, and will be eliminated for all employees beginning January 1, 2018:

1. CCHP Plan B
2. Kaiser Permanente Plan A
3. Health Net HMO Plan A
4. Health Net PPO- all plans

17.2 Monthly Premiums.

- A. The monthly premium subsidy in effect on January 1, 2015, for each medical and/or dental plan, is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

Health & Dental Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$509.92	\$1,214.90	\$1,214.90
Contra Costa Health Plans (CCHP), Plan B	\$528.50	\$1,255.79	\$1,255.79
Kaiser Permanente Health Plans	\$478.91	\$1,115.84	\$1,115.84
Health Net HMO Plans	\$627.79	\$1,540.02	\$1,540.02
Health Net PPO Plans	\$604.60	\$1,436.25	\$1,436.25
County Selected High Deductible Health Plan	\$478.91	\$1,115.84	\$1,115.84
Delta Dental with CCHP A or B	\$41.17	\$93.00	\$93.00
Delta Dental with Kaiser or Health Net	\$34.02	\$76.77	\$76.77
Delta Dental without a Health Plan	\$43.35	\$97.81	\$97.81
DeltaCare (PMI) with CCHP A or B	\$25.41	\$54.91	\$54.91
DeltaCare (PMI) with Kaiser or Health Net	\$21.31	\$46.05	\$46.05
DeltaCare (PMI) without a Health Plan	\$27.31	\$59.03	\$59.03

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- B. If the County contracts with a medical or dental plan that is not listed above, the County will determine the monthly dollar premium subsidy that it will pay to that medical plan for employees and their eligible family members.
- C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.
- D. In the event that a provider no longer offers to the County a medical or dental plan listed in this Section 17 or a provider and the County do not renew a medical or dental plan listed in this Section 17, the Association agrees that the new medical or dental plans selected by the County to replace the current plans will be available to employees represented by the Association and the Association agrees that the new plans will replace the medical or dental plans provided for in this MOU. The County will give notice to the Association when any new medical or dental plans are adopted and when they will be effective for employees represented by the Association.

17.3 Retirement Coverage:

- A. Upon Retirement:
 - 1. Upon retirement eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the monthly premium subsidies set forth in subsection 17.2 for eligible retirees and their eligible family members.
 - 2. Any person who becomes age 65 on or after December 7, 2010, and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
 - 3. For employees hired on or after January 1, 2011, and their eligible family members, no monthly premium subsidy will be paid by the County for any health or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within one hundred twenty (120) days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.

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- B. Employees Who File For Deferred Retirement. Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and dental plan under the following conditions and limitations.
1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
 2. Life insurance coverage is not included.
 3. To continue health and dental coverage, the employee must:
 - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
 - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
 - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
 - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
 4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10th of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental plan coverage pursuant to paragraph (A), above, as similarly situated retirees who did not defer retirement.
 5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to paragraph (A), above, as similarly situated retirees who did not defer retirement are entitled, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
 6. Employees who elect deferred retirement will not be eligible in any event for County health or dental plan subvention unless the member draws a

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monthly retirement allowance within twenty-four (24) months after separation from County service.

7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for health/dental plans as similarly situated retirees who did not defer.
- C. Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsection 17.3 (Retirement Coverage) paragraphs (A) and (B), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one (1) year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of subsection 17.3 (Retirement Coverage) paragraphs A, B, and C and upon retirement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this subsection 17.3 (Retirement Coverage) only, 'eligible family members' does not include Survivors of employees or retirees.

17.4 Health Plan Coverages and Provisions. The following provisions are applicable regarding County Health and Dental Plan participation:

- A. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.
- B. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

17.5 Family Member Eligibility Criteria: The following persons may be enrolled as the eligible Family Members of a medical or dental plan Subscriber:

A. Health Insurance

1. Eligible Dependents:

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- a. Employee's Legal Spouse
 - b. Employee's qualified domestic partner
 - c. Employee's child to age 26
 - d. Employee's Disabled Child who is:
 - (1) over age 26,
 - i. Unmarried; and,
 - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child

and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

B. Dental Insurance

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

17.6 Dual Coverage.

- A. Each employee and retiree may be covered only by a single County health (or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.

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- B. All dependents, as defined in Section 17.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- C. For purposes of this subsection 17.6 (Dual Coverage) only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

17.7 Medical Plan Cost-Sharing on and after January 1, 2016.

- A. For the plan year that begins on January 1, 2016, the County will pay the monthly premium subsidy for medical plans stated in subsection 17.2.A., and adjust the amounts paid by the County so that the employee cost for the 2016 plan year does not increase and in recognition of the increases to the Employee Plus Two or More Dependents medical premiums caused by the shift to a three-tier plan structure. In total, the County will pay the following amounts for the 2016 plan year:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$512.56	\$969.81	\$1,626.89
Contra Costa Health Plans (CCHP), Plan B	\$531.42	\$988.74	\$1,717.12
Kaiser Permanente Health Plan A	\$417.38	\$724.00	\$1,473.79
Kaiser Permanente Health Plan B	\$427.04	\$801.72	\$1,387.40
Health Net HMO Plan A	\$651.84	\$1,051.34	\$2,260.09
Health Net HMO Plan B	\$644.51	\$1,200.20	\$2,040.75
Health Net PPO Plan A	\$727.94	\$1,112.03	\$2,755.43
Health Net PPO Plan B	\$715.64	\$1,144.40	\$2,623.86
County Selected High Deductible Health Plan	\$427.04	\$801.72	\$1,387.40

- B. For the plan year that begins on January 1, 2017, and for the term of this agreement, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the employee will each pay fifty percent (50%) of the monthly increase that is above the amount of the 2016 plan premium. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in subsection 17.7.A. for medical plans. If the monthly premium charged for a Kaiser Permanente Plan B tier is less than the amount paid by the County pursuant to subsection 17.7.A. for that tier, then the difference (100% of the savings) will be divided equally among the other Kaiser Permanente Plan B tiers. The savings amount will be added to the medical plan premium cost-sharing increase amounts paid by the County in a plan year.

SECTION 17 - HEALTH, LIFE & DENTAL CARE

- C. **2016 Plan Premium Amounts:** For purposes of calculating the County and Employee cost-sharing increases described in subsection 17.7.B, above, the following are the 2016 total monthly medical plan premium amounts:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$657.08	\$1,314.15	\$1,971.23
Contra Costa Health Plans (CCHP), Plan B	\$728.38	\$1,456.77	\$2,185.15
Kaiser Permanente Health Plan A	\$749.80	\$1,499.60	\$2,249.39
Kaiser Permanente Health Plan B	\$585.68	\$1,171.36	\$1,757.04
Health Net HMO Plan A	\$1,208.76	\$2,417.52	\$3,626.27
Health Net HMO Plan B	\$840.55	\$1,681.10	\$2,521.65
Health Net PPO Plan A	\$1,643.40	\$3,286.80	\$4,930.20
Health Net PPO Plan B	\$1,479.47	\$2,958.94	\$4,438.40

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

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

17.10 Health Care Spending Account. After six (6) months of permanent employment, full and part-time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designated to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

17.11 PERS Long-Term Care. The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

17.12 Dependent Care Assistance Program. The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside a predetermined amount of

SECTION 17 - HEALTH, LIFE & DENTAL CARE

annual salary not to exceed the lesser of either five thousand dollars (\$5,000), or the maximum amount authorized by federal law, per calendar year, of before tax dollars to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

17.13 Premium Conversion Plan. The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

17.14 Prevailing Section. To the extent that any provision of this Section 17 (Health, Life and Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section 17 (Health, Life and Dental Care) will prevail.

17.15 Rate Information. The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

17.16 Partial Month. The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

17.17 Coverage During Absences. Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.

An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

17.18 Child Care. The County will continue to support the concept of non-profit child care facilities similar to the "Kid's at Work" program established in the Public Works Department.

SECTION 18 - PROBATIONARY PERIOD

17.19 Health Benefit Coverage for Permanent Intermittent and Temporary Employees. To access County health coverage, permanent intermittent and temporary employees represented by the Association must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to the County's lowest cost, single individual health insurance plan as determined by the County. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

SECTION 18 - PROBATIONARY PERIOD

18.1 Duration. All appointments from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. The probationary period shall be twelve (12) months for original entrance appointments and promotional appointments.

18.2 Revised Probationary Period. When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

18.3 Criteria. The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days. For those employees appointed to permanent-intermittent positions with a nine (9) month probation period, probation will be considered completed upon serving fifteen hundred (1500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full-time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

18.4 Rejection During Probation/Appeal.

- A. An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.
- B. Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political, or religious or Association activities, or race, color, national origin, sex, age, disability, or sexual orientation.
- C. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under subsection 18.4 (Rejection During Probation/Appeal) paragraph B and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m.

SECTION 18 - PROBATIONARY PERIOD

on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.

- D. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in subsection 18.4 (Rejection During Probation/Appeal) paragraph B, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.
- E. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new probationary period unless the Merit Board specifically reinstates the former period.

18.5 Regular Appointment. The regular appointment of a probationary employee shall begin on the day following the end of the probationary period, subject to the condition that the Director of Human Resources receive from the appointing authority a statement in writing that the services of the employee during the probationary period were satisfactory and that the employee is recommended for permanent appointment. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum, without notice and without right of appeal or hearing. If the appointing authority has not returned the probation report, a probationary employee may be rejected from the service within a reasonable time after the probation period for failure to pass probation. If the appointing authority fails to submit in a timely manner the proper written documents certifying that a probationary employee has served in a satisfactory manner and later acknowledges it was his or her intention to do so, the regular appointment shall begin on the day following the end of the probationary period.

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in the Merit System to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred. An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the Merit System to a position not included in the Merit System shall be restored to a position in the classification in the department from which the employee was promoted or transferred.

A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the Director of Human Resources whose decision is final. The Director of Human Resources shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

SECTION 19 - PROMOTION

18.6 Layoff During Probation. An employee who is laid off during probation, if reemployed in the same class by the same department, shall be required to complete only the balance of the required probation. If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

18.7 Rejection During Probation of Layoff Employee. An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period if subsequently certified and appointed in a different department or classification than that from which the employee was laid off.

18.8 Discussion of Continuous Testing. Upon receipt of a request by the Association, the Human Resources Department agrees to meet to discuss the issues related to continuous testing and the frequency of such testing regarding specific classifications.

SECTION 19 - PROMOTION

19.1 Competitive Exam. Promotion shall be by competitive examination unless otherwise provided in this MOU.

19.2 Promotion Policy. The Director of Human Resources, upon request of an appointing authority, shall determine whether an examination is to be called on a promotional basis.

19.3 Open Exam. If an examination for one of the classes represented by the Association is proposed to be announced on an Open only basis the Director of Human Resources shall give five (5) days prior notice of such proposed announcement and shall meet at the request of the Association to discuss the reasons for such open announcement.

19.4 Promotion via Reclassification Without Examination. Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his/her position reclassified at the request of the appointing authority and under the following conditions:

- A. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.

SECTION 19 - PROMOTION

- B. The incumbent of the position must have performed at the higher level for six (6) months.
- C. The incumbent must meet the minimum education and experience requirements for the higher class.
- D. The action must have approval of the Director of Human Resources.
- E. The Association approves such action. The appropriate rules regarding probationary status and salary on promotion are applicable.

19.5 Requirements for Promotional Standing. In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the merit system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from the merit system, except by layoff, the employee's name shall be removed from the promotional list.

19.6 Seniority Credits. Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy (70) percent or more, shall receive, in addition to all other credits, five one-hundredths of one percent (.05%) for each completed month of service as a permanent County employee continuously preceding the final date for filing application for said examination. For purposes of seniority credits, leaves of absence shall be considered as service. Seniority credits shall be included in the final percentage score from which the rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in any promotional examination.

19.7 Release Time for Physical Examination. County employees who are required as part of the promotional examination process to take a physical examination shall do so on County time at the County's expense.

19.8 Release Time for Examinations. Permanent employees will be granted reasonable time from work without loss of pay to take County examinations or to go to interviews for a County position provided the employees give the Department sufficient notice of the need for time off. "Reasonable" release time shall include time for travel and interviewing/testing.

19.9 Psychological Exams. Applicants who currently occupy a permanent peace officer position in the Probation Department will not be required to complete the psychological screening or background investigation to promote to other peace officer positions in the Probation Department. Specifically, permanent Juvenile Institution Officers participating in the current promotional Deputy Probation Officer II examination will not be required to complete either psychological screening or a background investigation. Individuals who have only temporary Juvenile Institution Officer time with

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the County will be required to complete the full scale psychological and background investigation.

SECTION 20 - POSTING OF VACANCIES AND REASSIGNMENT

20.1 Voluntary Reassignment – Juvenile Institution Officers.

The following terms shall govern the voluntary reassignment of Juvenile Institution Officers:

- A. Responsibility. For Implementation. Implementation of the posting and reassignment procedures is the responsibility of the Probation Manager assigned responsibility for the Personnel Unit for Institutions and Treatment Programs.
- B. Posting of Juvenile Institution Officer Vacancies.
 - 1. Positions Must Be Posted. All vacant Juvenile Institution Officer positions which may occur by creation of new positions, separation, promotion, demotion or reassignment must be posted for permanent employee bidding.
 - 2. Order of Posting. When a vacancy occurs within a Juvenile Institution Officer classifications within Juvenile Institutions or treatment programs, that vacancy (shift schedule) will be posted in all Juvenile Institutions and Treatment Programs. Selection procedures and criteria shall be as provided in subsection 20.1 (Voluntary Reassignment – Juvenile Institution Officers) paragraphs F (Interviews and Withdrawal) and G (Selection Criteria for Juvenile Institution Officer Vacancies) below.
 - 3. Duration of Posting. A vacant Juvenile Institution Officer position notice shall be posted for seven (7) calendar days. The notice shall specify job characteristics and shall be posted only once.
 - 4. Posting Locations. When a vacancy occurs within a Juvenile Institution Officer unit, that vacancy (including shift schedule) will be posted on bulletin boards in or near employee work areas throughout the department.
 - 5. Reasons For Not Posting. If a vacant Juvenile Institution Officer position in a juvenile institution is not posted within thirty (30) days, a notice of the reasons why not shall be posted.
- C. Eligibility to Bid for Reassignment.
 - 1. Definition of Bidder. For purposes of this procedure, a bidder is an employee in the same classification series who is eligible to bid under this subsection 20.1 (Voluntary Reassignment – Juvenile Institution Officers)

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paragraph C (Eligibility to Bid for Reassignment) who is performing satisfactorily in their current position and meets all the minimum qualifications for the position including any specialized requirements such as bilingual ability, position flag requirements, and who submits a bid on the position.

2. Bearing of Status on Eligibility To Request Reassignment.

- a. All permanent full-time, permanent part-time or permanent intermittent employees may request reassignment to any open permanent position in the same classification anywhere else in the Department.
- b. Employees who are in a temporary status or provisionally appointed to a permanent position may not bid for reassignment under this procedure.
- c. Employees who are on probation or who have been in a new work assignment for less than three (3) months may bid for a vacant position which is open. However, the bid will be considered if, when bidding is closed, there are less than five (5) employees who are not on probation or in new assignments who have bid for the position. Bids from employees on probation or in new assignments will be in addition to any names referred to the department through the certification process described in Section 20.1.E (Order of Candidate Consideration) paragraph 2 below. Juvenile Institution Officers who have completed three (3) months of their one (1) year probation may bid the same as all other permanent employees.

D. Bid Procedures.

1. Employees will inform the Administrative Probation Manager of their interest in a posted Juvenile Institution Officer vacancy via the Reassignment Request form.
2. Bidding While on Leave. Employees interested in a particular assignment and wishing to be notified of an open position while on vacation, sick leave or leave of absence (not scheduled day off) may leave a written notice or a self-addressed, stamped envelope with the supervisor of the position they are interested in. It is not the unit supervisor's responsibility to contact an employee who is not working (i.e. sick leave, vacation, leave of absence, worker's compensation, etc.)

E. Order of Candidate Consideration.

1. If five (5) or more eligible bidders apply for a Juvenile Institution Officer vacancy only the five (5) most senior bidders will be considered.

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2. If less than five (5) Juvenile Institution Officers bid for a Juvenile Institution Officer vacancy or less than five (5) bidders are eligible for the position, the Probation Manager may add names from the Merit System eligibility list to ensure the creation of a five (5) candidate pool.
- F. The selected employee will not be eligible to bid for another vacancy for six (6) months from the start date of the new assignment.
- G. Interviews.
 1. Withdrawal. Candidates have the option of withdrawing from the reassignment process at any time prior to the interview. Once the interview is held, the selected candidate is obligated to accept the reassignment.
 2. Interviews.
 - a. For purposes of selection, the interview panel will consider the five (5) most senior candidates as equals. For the purposes of bidder selection, the "Rule of 5" shall apply. That is, the supervisor is entitled to select from five (5) candidates and the five (5) most senior may be considered as equal. Seniority for bidding purposes means classification series seniority.
 - b. The supervisor shall offer to interview all candidates either in person or on the telephone. Subsequent to submitting a bid, an employee may waive consideration for the position at any time by notifying the supervisor verbally or in writing in which case the next most senior bidder (if any) or candidate from the eligible list may be considered. The remaining active bidders will be advised within ten (10) work days after the posting is removed whether they have been selected or the status of their bid. If requested by the employee, supervisors shall give an employee in writing the reason(s) why he or she was not selected.
- H. Selection Criteria for Juvenile Institution Officer Vacancies. The criteria to be considered by the unit supervisor in making the selection for a Juvenile Institution Officer vacancy are:
 1. Applicant's suitability for the position, including training and experience.
 2. The assessment of the applicant's performance in the position held at the time of the consideration for reassignment.
 3. Length of service in the unit.
- I. Bidder's Remorse. The selected employee shall have no claim on the job(s) he or she left. If a decision is made by the employee to seek immediate reassignment, the employee may only be placed in another vacant position in

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accordance with this policy.

20.2. Voluntary Reassignment – Probation Officers.

The following terms of this Section B shall govern the voluntary reassignment of Probation Officers.

- A. Responsibility For Implementation. Implementation of the posting and reassignment procedures is the responsibility of the Probation Manager assigned responsibility for the Personnel Unit for Probation Officer operations.
- B. Notice of Vacant Probation Officer Positions.
 - 1. Notice Required. Notice shall be given in the manner provided below to employees of all vacant Probation Officer positions which may occur by creation of new positions, separation, promotion, demotion or reassignment.
 - 2. Notice Through Pre-Posting Polling: Once a determination is made that a vacancy is to be filled the manager overseeing the position shall informally poll all Probation Officers he or she supervises in the work unit in which the vacancy exists to determine whether a Probation Officer in the unit desires reassignment to the vacancy. If one (1) or more Probation Officers within the supervisor's work unit desire reassignment to the vacancy, the vacancy shall be filled in the manner provided in subsection 20.2 (Voluntary Reassignment – Probation Officers) paragraph E subparagraph 1 below.

This subsection 20.2 B (2) does not apply to Deputy Probation Officer positions in the Adult Branch Court or to Deputy Probation Officer positions designated as armed.
 - 3. Post-Polling Email Notice. If no Probation Officer in the Unit expresses interest in and is reassigned to the vacancy as a result of the polling process, the manager shall initiate a notice announcing the opening. The Departmental Personnel Clerk will distribute an e-mail version of the Posting Notice to "PROB-All Staff" in the departmental address book.
- C. Eligibility To Bid For Reassignment.
 - 1. Definition of Bidder. For purposes of this procedure, a bidder is an employee in the same class who is eligible to bid under this subsection 20.2 (Voluntary Reassignment – Probation Officers) paragraph C (Eligibility To Bid For Reassignment) who is performing satisfactorily in their current position and meets all the minimum qualifications for the position including any specialized requirements such as bilingual ability, position flag requirements, and who submits a bid on the position.

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2. Bearing of Status on Eligibility To Request Reassignment.

- a. All permanent full-time, permanent part-time or permanent intermittent employees may request reassignment to any open permanent position in the same classification anywhere else in the Department.
- b. Employees who are in a temporary status or provisionally appointed to a permanent position may not bid for reassignment under this procedure.
- c. Probationary and New Assignment Bidding. Employees who are on probation or who have been in a new work assignment for less than three (3) months may bid for a vacant position which is open. However, the bid will be considered if, when bidding is closed, there are less than five (5) employees who are not on probation or in new assignments who have bid for the position. Bids from employees on probation or in new assignments will be in addition to any names referred to the department through the certification process described in Subsection 20.2.E (Order of Candidate Consideration) paragraph 2 below.
- d. Newly appointed Probation Officers are eligible to apply for voluntary reassignment after they have served two (2) years in their assignment. Permanent employees accepting a voluntary reassignment are expected to remain in that assignment for at least one (1) year.

D. Bid Procedures.

1. Except during the polling process described in subsection 20.2 (Voluntary Reassignment – Probation Officers) paragraph B subparagraph 2 (Notice Through Pre-Posting Polling) above, employees interested in a Probation Officer position shall submit a written request/email to the Personnel Clerk identifying his or her interest in the posted position before the position closes.
2. Bidding While on Leave. Employees interested in a particular assignment and wishing to be notified of an open position while on vacation, sick leave or leave of absence (not scheduled day off) may leave a written notice or a self-addressed, stamped envelope with the supervisor of the position they are interested in. It is not the unit supervisor's responsibility to contact an employee who is not working (i.e. sick leave, vacation, leave of absence, worker's compensation, etc.).

E. Order of Candidate Consideration.

1. If, during polling conducted pursuant to Section 20.2 (Voluntary

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Reassignment – Probation Officers) paragraph B subparagraph 2 (Notice Through Pre-Posting Polling) above, a Probation Officer in the unit containing the vacancy expresses to his or her Supervisor a desire for the vacancy, he or she shall be granted the reassignment unless more than one Probation Officer in the Unit desires the vacancy. In such latter case, the most senior interested Probation Officer in the unit shall be granted the reassignment. In either case, no further selection procedures shall be required. However, if no Probation Officer in the unit desires the vacancy, it shall be filled in accordance with Sections 20.2 (Voluntary Reassignment – Probation Officers) paragraphs E (Order of Candidate Consideration) through H (Consideration of Otherwise Ineligible Bidders for Probation Officer Vacancies) below.

2. If a Probation Officer vacancy is not filled through polling as described in Subsection 20.2 (Voluntary Reassignment – Probation Officers) paragraph B subparagraph 2 (Pre-Posting Polling) above, and after department-wide posting there are less than five (5) eligible applicants for a Probation Officer position, the Department may consider all candidates with less than the required time in an assignment, who have applied. If there are still less than five (5) candidates, the department may interview candidates from the existing eligible lists.
3. If, as a result of posting pursuant to subsection 20.2.B.3 (Post-Polling Posting and Email Notice) above, five (5) or more eligible bidders apply for a Probation Officer vacancy, only the five (5) most senior bidders will be considered.

F. Interviews and Withdrawal.

1. Withdrawal. Candidates have the option of withdrawing from the reassignment process at any time prior to the interview. Once the interview is held, the selected candidate is obligated to accept the reassignment.
2. Interviews.
 - a. The supervisor may begin interviewing bidders immediately upon posting the bid notice. However, no more than five (5) candidates may be interviewed for a posted position.
 - b. For purposes of selection, the interview panel will consider the five (5) most senior candidates as equals. For the purposes of bidder selection, the "Rule of 5" shall apply. That is, the supervisor is entitled to select from five (5) candidates and the five (5) most senior may be considered as equal. Seniority for bidding purposes means classification series seniority.
 - c. The supervisor shall offer to interview all candidates either in

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person or on the telephone. Subsequent to submitting a bid, an employee may waive consideration for the position at any time by notifying the supervisor verbally or in writing in which case the next most senior bidder (if any) or candidate from the eligible list may be considered. The remaining active bidders will be advised within ten (10) work days after the posting is removed whether they have been selected or the status of their bid. If requested by the employee, supervisors shall give an employee in writing the reason(s) why he or she was not selected.

- d. No more than five (5) candidates may be interviewed for a posted position.

G. Selection Criteria for Probation Officer Vacancies.

The criteria to be used in making selection from among applicants for reassignments are as follows:

1. The Department's responsibility to the Court, clients and community.
2. Applicant's suitability for the position, including training and experience.
3. An assessment of the applicant's performance in the position held at the time of consideration for reassignment.
4. Length of service in the Department.

H. Consideration of Otherwise Ineligible Bidders for Probation Officer Vacancies.

All vacant Probation Officer positions shall be filled in accordance with the criteria in Subsection 20.2.G (Selection Criteria for Probation Officer Vacancies) immediately above by an employee who has requested to be reassigned to the position. However, if the Department considers candidates with less than the required time in an assignment pursuant to subsection 20.2 (Voluntary Reassignment – Probation Officers) paragraph E (Order of Candidate Consideration) subparagraph 2 above the needs of the Department will be the primary factor.

- I. Bidder's Remorse. The selected employee shall have no claim on the job(s) he or she left. If a decision is made by the employee to seek immediate reassignment, the employee may only be placed in another vacant position in accordance with this policy.

- J. Assignment Trades – Probation Officers. Requests for "trades" in assignments between two Probation Officers in the same classification holding comparable positions where no vacancies exist can be made to their respective Managers. Such requests shall indicate the names of both parties of the proposed trade together with the reasons for the trade. If more than one Manager is involved, the Managers shall confer and, if necessary, interview the persons requesting the trade.

SECTION 20 - POSTING OF VACANCIES AND REASSIGNMENT

20.3 Involuntary Administrative Reassignment Procedure – Juvenile Institution Officers. The below listed procedure shall apply to Juvenile Institution Officers. Department management, at its sole discretion, may determine from time to time that involuntary reassignments of staff are required. Involuntary reassignments are the reassignments of permanent employees in their existing classification to a new worksite, shift, or program area. Such decisions may result from inability to fill a vacancy through the voluntary reassignment procedure or from a determination that excess staff are allocated to a certain site, shift, or program. When such decisions are made and the reassignments are permanent, the below listed procedure shall apply. This policy shall not apply to temporary reassignments of less than eight (8) weeks duration to cover such things as vacation relief, sick leave absences, temporary shifts in workload, training assignments, or temporary short term assignments to cover vacant positions which could not be filled through the voluntary reassignment policy and for which actions are underway to fill permanent from an eligible list. If a temporary reassignment is expected to exceed eight (8) weeks in duration, the affected department shall either use the below listed procedure or will meet and confer with the Association on a case by case basis regarding an alternative approach:

- A. Management will identify the classifications and positions from which reassignments are necessary.
- B. Affected employees will be provided with a list of vacancies/ assignments for which they may apply.
- C. Affected employees shall be given the opportunity to volunteer for the available vacancies/assignments and shall be considered in accordance with Part f. of the voluntary reassignment procedure.
- D. If there are insufficient volunteers for the number of available positions or no volunteers, and involuntary reassignments are still required, the least senior qualified affected employee shall be reassigned to the vacant assignment identified by management, followed by the next least senior employee, and so on in inverse order of seniority until all necessary reassignments are completed. Qualified is defined as a person possessing the necessary training or experience for the specific assignment. Seniority for involuntary reassignment purposes shall be defined as seniority within classification. Nothing contained in this Section shall prohibit the Department and the Association from making a mutually agreed upon alternative arrangement. In no event shall reassignments be utilized for disciplinary purposes.

20.4 Administrative Reassignments – Probation Officers.

- A. The appointing authority may assign an employee from one position to another position in the same series within the department. Administrative reassignments may be required from time to time to facilitate Department functions and efficiency. These involuntary reassignments may be for such purposes as adjusting workload levels, accommodating changes in funding, filling assignments with special requirements, etc. The following procedure shall only

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apply to permanent reassignments and is not intended to apply to temporary assignments to cover sick leave, training assignments, vacation, etc.

1. Management will identify the classification and position(s) from which reassignment are necessary.
 2. Affected employees will be provided a list of assignments for which they may apply.
 3. The department will provide the affected employee with as much advance notice as possible.
 4. Employees administratively reassigned shall not be precluded from bidding on future open positions via the Department Reassignment Process.
 5. Nothing contained in this section shall prohibit the Department and the Association from making a mutually agreed upon alternative arrangement.
- B. Involuntary reassignments are the reassignment of permanent employees in their existing classification to a new worksite, shift or program area. Involuntary reassignments shall not be utilized for disciplinary purposes. Nothing contained in this section shall prohibit the reassignment of a Deputy Probation Officer who is not meeting the job expectations of another agency or department to which that the Probation Officer is assigned.

20.5 Reassignment Due to Layoff or Displacement. When reassignment of an employee or employees is necessary due to layoff or displacement, the following procedures shall be followed:

- A. A list of vacant positions shall be posted in work areas of all affected employees for a minimum of five (5) work days.
- B. Employees shall be given the opportunity to volunteer for vacancies and shall be reassigned on the basis of seniority.
- C. If there are no volunteers for reassignment, the least senior employee(s) in that class shall be reassigned.
- D. Management shall have the sole prerogative to select the vacancy to which the least senior employee(s) shall be reassigned. Seniority for reassignment purposes shall be defined as (in Section 10.2, Workforce Reduction/Layoff/Reassignment, subsection 10.2, Separation Through Layoff, paragraph E, Seniority) seniority within classification. If reduction or reassignment by site is necessary, the least senior employee in the affected class at the site shall be reassigned. If reduction or reassignment is necessary by shift, the least senior employee in the affected class assigned to the affected

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shift shall be reassigned. Nothing contained in this Section shall prohibit a Department and the Association from making a mutually agreed upon alternative arrangement.

SECTION 21 – RESIGNATIONS

21.1 Resignation Procedure. An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to the employee and to the Human Resources Department and shall indicate the effective date of termination.

21.2 Resignation in Good Standing. A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

21.3 Constructive Resignation. A constructive resignation occurs and is effective when:

- A. An employee has been absent from duty for five (5) consecutive working days without leave; and
- B. Five (5) more consecutive work days have elapsed without response by the employee after the receipt of a registered or certified letter citing a notice of resignation by the appointing authority to the employee at the employee's last known address, but no more than ten (10) working days from mailing of said notice.

21.4 Effective Resignation. A resignation is effective when delivered or spoken to the appointing authority, operative on that date or another date specified. An employee who resigns without advance notice, as set forth in subsection 21.2 (Resignation in Good Standing), may seek rescission of the resignation and reinstatement by delivering an appeal in writing to the Human Resources not later than close of business on the third (3rd) calendar day after the resignation is effective. Within five (5) work days of receipt of the appeal, the Director of Human Resources shall consider the appeal and render a final and binding decision including, if applicable, the date of reinstatement.

21.5 Revocation. A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority.

21.6 Coerced Resignations.

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy to the appointing authority.

SECTION 22 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION

- B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the employee's appeal rights under the grievance procedure contained in Section 23 of the MOU beginning with Step 3.
- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

SECTION 22 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION

22.1 Sufficient Cause for Action. The appointing authority may dismiss, suspend, temporarily reduce the pay of, or demote any employee for cause. The reduction in pay may not exceed five percent (5%) for a three (3) month period. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension or demotion may be based on reasons other than those specifically mentioned:

- A. Absence without leave.
- B. Conviction of any criminal act involving moral turpitude.
- C. Conduct tending to bring the merit system into disrepute.
- D. Disorderly or immoral conduct.
- E. Incompetence or inefficiency.
- F. Insubordination.
- G. Being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises.
- H. Neglect of duty (i.e. non-performance of assigned responsibilities).

SECTION 22 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION

- I. Negligent or willful damage to public property or waste of public supplies or equipment.
- J. Violation of any lawful or reasonable regulation or order given by a supervisor or Department Head.
- K. Willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations.
- L. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- M. Misappropriation of County funds or property.
- N. Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU.
- O. Dishonesty or theft.
- P. Excessive or unexcused absenteeism and/or tardiness.
- Q. Sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

22.2 Skelly Requirements. Before taking a disciplinary action to dismiss, suspend for more than five (5) work days (four (4) work days for employees on a 4/10 work week), temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

- A. A statement of the action proposed to be taken.
- B. A copy of the charges; including the acts or omissions and grounds upon which the action is based.
- C. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
- D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- E. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

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22.3 Employee Response. The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or during an extension, the right to respond is lost.

22.4 Leave Pending Employee Response. Pending response to a Notice of Proposed Action within the first seven (7) days or extension thereof, the appointing authority for cause specified in writing may place the employee on temporary leave of absence, with pay.

22.5 Length of Suspension. Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board or the Merit Board.

22.6 Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Demotion.

- A. **Written Order Required.** In any disciplinary action to dismiss, suspend, temporarily reduce the pay of, or demote an employee having permanent status in a position in the merit system, after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.
- B. **Service of Order.** Said order of dismissal, suspension, temporary reduction in pay, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended, temporarily reduced in pay, or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.
- C. **Employee Appeals from Order.** The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion either to the Merit Board or through the procedures of Section 2 (**Grievance Procedure**) of this MOU provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order. An employee may not both appeal to the Merit Board and file a grievance under Section 23 (**Grievance Procedure**) of this MOU.

22.7 Employee Representation Rights. The County recognizes an employee's right to representation during an investigatory interview or meeting which may result in discipline. The County shall not interfere with the representative's right to assist an employee to clarify the facts during the interview. If the employee requests a Association representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a Association representative can be present. For those interviews, which by nature of the incident must take place immediately, the Association will take all reasonable steps to make an Association representative

SECTION 23 - GRIEVANCE PROCEDURE

immediately available. The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

SECTION 23 - GRIEVANCE PROCEDURE

23.1 Definition and Procedural Steps. A grievance is any dispute that involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final. The interpretation and application of those provisions are not subject to the grievance procedure. An employee may appeal disciplinary action to the Merit Board or through this grievance procedure. The Association may represent the grievant at any state of the process. Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance and shall be processed in the following manner:

Step 1. The Association or any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment must discuss the complaint with the grievant's immediate supervisor, who must meet with the grievant within five (5) work days of receipt of a written request to hold such meeting. The supervisor will advise the grievant, in writing, within five (5) work days of the meeting, whether the grievance is granted or denied.

Step 2. If an issue is not satisfactorily resolved in Step 1 above, the Association may submit the grievance, in writing, to the Department Head or designee.. This request must be filed no more than ten (10) work days after the date of the Step 1 response from the supervisor. The formal written grievance must state which provision of the MOU has been misinterpreted or misapplied, how it was misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress the Association seeks. A copy of each written communication on a grievance shall be filed with the Director of Human Resources and the Association. The Department Head or designee will have ten (10) work days in which to respond to the grievance in writing, stating the reason(s) for the disposition of the grievance.

Step 3. If the grievance is not resolved at Step 2 above, the Association may submit the grievance to the Human Resources Director within ten (10) work days after the date of the Step 2 response. Within twenty (20) work days after receipt, the Human Resources Director or designee must meet with the Association and the Department to discuss the facts, discuss other potentially relevant information or avenues of inquiry, and any terms either party wishes to offer to resolve the grievance.

Both parties must be prepared and present the following information to the other party in the course of the step 3 meeting:

1. The name of the grievant(s);
2. A statement of the relevant facts relating to each alleged breach;
3. The name of each known witness;
4. A copy of each relevant document;

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5. The party's position on the grievance and the specific MOU provision(s) allegedly violated in each instance; and
6. The specific remedy or remedies sought.

Within fifteen (15) working days of the Step 3 meeting, the Human Resources Director or designee will send the Association and the affected Department a written response to the grievance stating the reason(s) for the disposition of the grievance.

Step 4. Pursuant to a formal written request from the Association or the County, and with the agreement of both parties, a Board of Adjustment will be convened, composed of two (2) representatives of each party to this Agreement, for the purpose of deciding the grievance. The Board of Adjustment will meet for consideration of the grievance referred to it within fifteen (15) work days after receipt of a written request. The request of either party to extend the time limit for convening of the Board of Adjustment, due to extenuating circumstances, will not be unreasonably denied.

Step 5. In the event that the grievance is not resolved at step 3 or 4, either party may notify, in writing, the other party, within fifteen (15) work days of the date of the Step 3 response or the Step 4 decision, of their desire to arbitrate the grievance. The parties will mutually select an impartial arbitrator. If the Parties are unable to agree upon the selection of an arbitrator, they may request one or more panels of arbitrators from the California State Mediation and Conciliation Service and attempt to select an arbitrator from that panel(s). Any fee(s) for the provision of the panel(s) of arbitrators will be split equally between the parties. The fees and expenses of the arbitrator and the court reporter (if any) will be shared equally by the Association and the County. Each party will bear the costs of its own presentation, including preparation and post hearing briefs, if any.

23.2 Compensation Claims. The employer is not required to pay any wage claim or portion thereof retroactively for a period of more than two (2) years immediately prior to the date of the Employer's receipt of written notice from the Association of such claim.

23.3 Time Limits. The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 5 above, the grievance will be deemed to have been settled and withdrawn.

23.4 Association Notification. An official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Association, but is not represented by the Association in the grievance, shall give the Association a copy of the formal presentation.

23.5 Strike/Work Stoppage. During the term of this MOU, the Association, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, or refusal to perform customary duties. In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall

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not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

23.6 Merit Board.

- A. All Grievances of employees in representation units represented by the Association shall be processed under Section 23 (Grievance Procedure) unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under Steps 3 and 4 of subsection 23.1 (Definition and Procedures) above shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

23.7 Filing by Association. The Association may file a grievance at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this MOU.

SECTION 24 - BILINGUAL PAY

A salary differential of one hundred dollars (\$100) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be paid to eligible employees in paid status for any portion of a given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County. The Association shall be notified when such designations are made.

SECTION 25 - RETIREMENT

25.1 Contribution.

A. Contribution.

- 1. Through June 30, 2012, the County will continue to pay fifty percent (50%) of the retirement contributions normally required of employees. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement, without the County paying any part of the employees' contributions.
- 2. Effective on July 1, 2012 employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the

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Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement, without the County paying any part of the employees' contributions.

25.2 Safety Employees Retirement Benefit – Tier A – Employees Who Become Members of CCCERA Before January 1, 2013.

- A. For County employees who become safety members of CCCERA before January 1, 2013, or who are not new members under PEPRA, the retirement formula shall be "3 percent at 50". The cost of living adjustment (COLA) to the retirement allowance shall not exceed three (3) percent per year. The employee's final compensation shall be calculated based on a twelve (12) month salary average. This retirement benefit is known as Tier A. Each such employee shall pay nine percent (9%) of his or her retirement base to pay part of the employer's contribution for the cost of this retirement benefit.
- B. Effective July 1, 2012, and through December 31, 2014, each employee in Tier A shall pay four and half percent (4.5%) of his or her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit.
- C. Effective January 1, 2015, and through June 29, 2015, each employee in Tier A shall pay two and a quarter percent (2.25%) of his or her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit.
- D. Effective June 30, 2015, the employee's payment of two and a quarter percent (2.25%) of his/her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit will cease.

25.3 Safety Employees Retirement Benefit – Employees who become New Members of CCCERA on or after January 1, 2013.

- A. For employees who, under PEPRA, become New Members of CCCERA on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.
- B. PEPRA Safety Option Plan Two (2.7% @ 57) applies to employees who, under PEPRA, become Safety New Members of CCCERA. For these employees, hired by the County after January 1, 2016, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and the cost of living adjustment will be banked.

25.4 Re-opener – Election of Safety Retirement PEPRA Tier by Employees in Tier A. If either the Internal Revenue Service issues guidance acceptable to both parties, or the County receives a Private Letter Ruling from the IRS that protects the

SECTION 26 - TRAINING REIMBURSEMENT

County and PPOACCC members in Tier A from additional tax liability if these employees have the opportunity to elect to enter the new Safety PEPRA Tier, then the County and the Association agree to reopen this agreement to meet and confer on 1) the possibility of allowing these employees to elect to enter the Safety PEPRA Tier, 2) seeking State Legislation to authorize these employees to make such an election, and 3) the process by which these employees would be able to elect to enter the Safety PEPRA Tier if the enabling legislation is enacted. Any changes to this agreement in these subject matter areas will occur only upon the written agreement of the parties.

SECTION 26 - TRAINING REIMBURSEMENT

The County Administrative Bulletin on Training shall govern reimbursement for training and shall limit reimbursement for career development training to seven hundred fifty dollars (\$750) per year, except as otherwise provided in the supplemental sections of this MOU. Registration and tuition fees for career development education may be reimbursed for up to fifty percent (50%) of the employee's net cost. Books necessary for courses taken for career development education may be reimbursed for up to one hundred percent (100%) of the employee's net cost.

SECTION 27 – COMPUTER VISION CARE (CVC) USERS EYE EXAMINATION

Employees shall be eligible to receive an annual eye examination on County time and at County expense in accordance with the following conditions:

- A. Eligible employees must use a video display terminal at least an average of two hours per day as certified by their department.
- B. Eligible employees who wish an eye examination under this program should request it through the County Human Resources Department, Benefits Division, who will arrange for eye examinations and monitor the results on a County-wide basis.
- C. Should prescription CVC glasses be prescribed for an employee following an eye examination, the County agrees to provide, at no cost, the basic coverage including a fifty dollar (\$50) frame and single vision lenses. Employees may, through individual arrangement between the employee and his/her doctor, and solely at the employee's expense, include bifocal, trifocal or blended lenses and other care, services or materials not covered by the plan. The basic plan coverage, including the examination, may be credited toward the employee enhanced benefit.

SECTION 28 - PERFORMANCE EVALUATION PROCEDURE

The following evaluation procedures shall apply:

SECTION 28 - PERFORMANCE EVALUATION PROCEDURE

- A. Goal: A basic goal of the employee evaluation is to help each employee perform his/her job more effectively to the mutual benefit of the employee and the County. The evaluation process provides an ongoing means of evaluating an employee's job performance and promoting the improvement of the job performance. The evaluation process also provides the opportunity to recognize and document outstanding service as well as service that has been unsatisfactory to the County.
- B. Frequency of Evaluation.
1. Probationary employees shall be evaluated at least once during their probationary period.
 2. Permanent employees may be evaluated every year.
 3. It is the policy of the Probation Department that all unit supervisors hold personal evaluations and submit a written evaluation to all Deputy Probation Officers whenever such officers are reassigned from their units.
- C. Procedure.
1. An employee shall generally be evaluated by the first level management supervisor above the employee.
 2. It will be necessary in some cases for a supervisor to consult with the employee's immediate work director in order to make a comprehensive evaluation.
 3. Where feasible, evaluations will be based primarily on observation by the evaluator of the employee in the performance of his/her duties. Comments based on secondary information shall have supportive documentation.
 4. An employee will be informed in advance of a meeting with his/her supervisor to discuss the employee's evaluation and to put the evaluation in writing on the department evaluation forms.
 5. The employee shall be informed of his/her right to prepare and have attached to the evaluation form any written comments which the employee wishes to make.
 6. When an employee is rated below satisfactory on any factor, the evaluation will give the reasons for such rating and include specific recommendations for improvement in writing.
 7. The employee's signing of an evaluation form does not necessarily mean that the employee agrees with the evaluation but it does mean that the employee has had an opportunity to discuss the evaluation with his/her evaluator.

SECTION 29 – VEHICLE COSTS

8. The employee will be given a copy of his/her completed evaluation form at the time form is signed by the employee. (Confirmation of final version to be received later.)
9. Any rating below average or unsatisfactory shall be supported by written documentation received by the employee at the time the incident(s) occurred.
10. Nothing shall be added by management to an evaluation after the employee has signed and received a copy of the evaluation without the employee's written acknowledgment. Failure to follow the foregoing procedure is subject to the grievance procedure. However, disputes over the actual content or ratings themselves in individual evaluations are not grievable, but may be mediated by the Director of Human Resources upon request of either the employee or the Department. Prior to being mediated by the Director of Human Resources either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finders shall have twenty (20) work days from notice of selection to investigate and render opinions to the Director of Human Resources.

SECTION 29 – VEHICLE COSTS

29.1 Reimbursement for Use of Personal Vehicle. The mileage allowance for use of personal vehicles on County business shall be paid according to the rates allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the Internal Revenue Service, whichever is later.

29.2 Charge For Use of Home Garaged County Vehicle. Employees hired after July 1, 1994 who are assigned vehicles to garage at home will be charged the IRS mileage rate for all commute miles driven outside the limits of Contra Costa County that exceed thirty (30) miles round-trip in any one day.

SECTION 30 - PAY WARRANT ERRORS

If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Department, it is the policy of the Auditor-Controller's Department that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays from the time the Department is made aware of and verifies that the pay warrant is in error. If the pay warrant error has occurred as a result of a mistake by an employee (e.g. payroll clerk) other than the employee who is receiving the pay, the error will be corrected as soon as possible from

SECTION 31 - FLEXIBLE STAFFING

the time the department is made aware that pay warrant is in error. Pay errors in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties. When the County notifies an employee of an overpayment and proposed repayment schedule and the employee wishes to meet with the County, a meeting will be held at which time a repayment schedule shall be determined. If requested, a meeting will be held to determine a repayment schedule which will be no longer than three times (3) the length of time the overpayment occurred. If requested by the employee, an Association representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

SECTION 31 - FLEXIBLE STAFFING

Certain positions may be designated by the Director of Human Resources as flexibly staffed positions. Positions are generally allocated at the first level of the job series when vacated. When the position is next filled and an incumbent of one of these positions meets the minimum qualifications for the next higher level and has met appropriate competitive requirements he or she may then be promoted to the next higher classification within the job series without need of a classification study. If the Probation Department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to promote an employee on the first of the month when eligible, said appointment shall be made retroactive to the first of the month when eligible. An employee who is denied a promotion to a flexibly staffed position may appeal such denial to the Merit Board.

SECTION 32 - PROVISIONAL APPOINTMENT

Whenever an appointing authority makes a request for personnel to fill a position in a class for which no reemployment or employment list is available, or in a class for which no eligible or insufficient eligibles to complete the certification will accept appointment to the position, the Director of Human Resources may authorize the appointing authority to appoint any person who possesses the minimum qualifications for the class as set forth in the class specifications, provided that the names of eligibles available and the names of persons who have indicated the intention to take the next examination for the class shall be referred to the appointing authority at the time authorization is issued. In no case shall a permanent position be filled by a provisional appointment for a period exceeding six (6) calendar months except under the following conditions:

- A. If an examination has been announced for the class and recruitment of applicants is in process, the Director of Human Resources may authorize a continuation of provisional appointments until an eligible list is established.

SECTION 33 - PERSONNEL FILES

- B. In case of a provisional appointment to a permanent position vacated by a leave of absence, such provisional appointment may be continued for the duration of said leave. A provisional appointment shall be terminated within thirty (30) days after the date of certification of eligibles from an appropriate eligible list. All decisions of the Director of Human Resources relative to provisional appointments are final and not subject to the grievance procedure. Before filling a position by a provisional appointment, the appointing authority shall post notice and shall consider current qualified employees for the appointment. Only if there are insufficient internal applicants to constitute a full certification may the appointing authority consider applicants from outside County service.

SECTION 33 - PERSONNEL FILES

An employee shall have the right to inspect and review any official record(s) relating to his or her performance as an employee or to a grievance concerning the employee which is kept or maintained by the County in the employee's personnel file in the Human Resources Department or in the employee's personnel file in their Department. The employee's Association representative, with written authorization by the employee, shall also have the right to inspect and review any official record(s) described above. The contents of such records shall be made available to the employee and/or the employee's Association representative, for inspection and review at reasonable intervals during the regular business hours of the County. Employees shall be permitted to review their personnel files at the Personnel office during their working hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for the employee's review. The custodian of records will certify that the copy is a true and correct copy of the original file.

The County shall provide an opportunity for the employee to respond in writing to any information which is in the employee's personnel file about which he or she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's official personnel file. This section does not apply to the records of an employee relating to the investigation of a possible criminal offense, medical records and information or letters of reference.

Counseling memos, which are not disciplinary in nature, are to be retained in the file maintained by the employee's supervisor or the person who issued the counseling memo and are not to be transferred to the employee's central file which is normally retained by the Human Resources Department unless such memos are subsequently used in conjunction with a disciplinary action such as a letter of reprimand.

All documents pertaining to disciplinary actions shall be placed in the employee's official personnel file within five (5) work days after the time management becomes aware of the incident and has completed its investigation as to whether the employee is culpable and shall be date stamped or dated at time of entry. This section is not intended to include supervisor's notes or reminders of specific incidents or ongoing reports such as

SECTION 34 - SERVICE AWARDS

attendance records. Generally, such investigations should be completed within thirty (30) calendar days of the date management becomes aware of the incident(s), it being understood that under certain circumstances such as the unavailability of witnesses or the possibility of a criminal act having been committed may cause the investigation to take longer than the aforementioned thirty (30) days.

Copies of written reprimands or memoranda pertaining to an employee's unsatisfactory performance which are to be placed in the employee's personnel file shall be given to an employee who shall have the right to respond in writing to said documents. Letters of reprimand are subject to the grievance procedure but shall not be processed past Step 3 unless said letters are used in a subsequent discharge, suspension or demotion of the employee, in which case an appeal of the letters of reprimand may be considered at the same time as the appeal of the disciplinary action. Prior to being submitted to Step 3 of the grievance procedure, either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finder shall have twenty (20) work days from notice of selection to investigate and render opinions to the Director of Human Resources.

Copies of letters of commendation which are to be placed in the employee's personnel file will be given to the employee. Employees have the right to review their official personnel files which are maintained in the Human Resources Department or by their departments. In a case involving a grievance or disciplinary action, the employee's designated representative may also review his/her personnel file with specific written authorization from the employee. The County shall supply the Association with lists of official personnel files and locations. Derogatory material in an employee's personnel file over two years old will not be used in a subsequent disciplinary action unless directly related to the action upon which the discipline is taken. Derogatory material does not include prior suspensions, demotions or dismissals for cause.

The County will participate in a committee of four (4) Association and four (4) operating department managers to revise and clarify MOU Section (33), Personnel Files. Subject committee will be chaired by a non-voting chairperson from the County Human Resources Department and will hold their first meeting within ninety (90) days of approval of this MOU and will issue a report within one hundred eighty (180) days of the date of the first meeting.

SECTION 34 - SERVICE AWARDS

The County shall continue its present policy with respect to service awards including time off provided, however, that the type of award given shall be at the sole discretion of the County. The following procedures shall apply with respect to service awards:

- A. Presentation Before the Board of Supervisors. An employee with twenty (20) or more years of service may go before the Board of Supervisors to receive his/her Service Award. When requested by a department, the Human Resources Department will make arrangements for the presentation ceremony before the

SECTION 35 – REIMBURSEMENT FOR MEAL EXPENSES

Board of Supervisors and notify the department as to the time and date of the Board meeting.

- B. Service Award Day Off. Employees with fifteen (15) or more years of service are entitled to take a day off with pay at each five (5) year anniversary.

SECTION 35 – REIMBURSEMENT FOR MEAL EXPENSES

Employees shall be reimbursed for meal expenses under the following circumstances and in the amount specified:

- A. When the employee is required by his/her Department Head to attend a meeting concerning County business or County affairs.
- B. When the employee is required to be out of his/her regular or normal work area during a meal hour because of a particular work assignment.
- C. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.
- D. When the employee is required to incur expenses as host for official guests of the County, work as members of examining boards, official visitors, and speakers or honored guests at banquets or other official functions.
- E. When the employee is required to work three (3) or more hours of overtime or scheduled to work overtime with less than twenty-four (24) hours notice; in this case he or she may be reimbursed in accordance with the Administrative Bulletin on Expense Reimbursement. Meal costs will be reimbursed only when eaten away from home or away from the facility in the case of employees at twenty-four (24) hour institutions.

SECTION 36 - DETENTION FACILITY MEALS

The charge for a meal purchased in a detention facility by employees represented by the Association is one dollar (\$1.00) per meal. However, the Department may modify this charge from time to time upon ten (10) days advance written notice to the Association. Employees assigned to a detention facility are not, however, required to pay for a meal while working.

SECTION 37 - COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

SECTION 38 - UNFAIR LABOR PRACTICE

- A. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
- B. Ordinary wear and tear of personal property used on the job is not compensated.
- C. Employee tools or equipment provided without the express approval of the Department Head and automobiles are excluded from reimbursement.
- D. The loss or damage must have occurred in the line of duty.
- E. The loss or damage was not a result of negligence or lack of proper care by the employee.
- F. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.
- G. The loss or damage to employee's eyeglasses, dentures or other prosthetic devices did not occur simultaneously with a job connected injury covered by Workers' Compensation.
- H. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
- I. The burden of proof of loss rests with the employee.
- J. Claims for reimbursement must be processed in accordance with the Administrative Bulletin on Compensation for Loss or Damage to Personal Property.

SECTION 38 - UNFAIR LABOR PRACTICE

Either the County or the Association may file an unfair labor practice as defined in Board of Supervisor's Resolution 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties within thirty (30) work days from the date of receipt, may be heard and decided by a mutually agreed upon impartial third party.

SECTION 39 - HARASSMENT

SECTION 39 - HARASSMENT

Harassment is any treatment of an employee which has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment. Such conduct includes but is not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature; arbitrary or capricious changes of assignments, or display of a hostile attitude toward an employee by a supervisor which is not justified or necessary in the proper supervision of the work of the employee.

SECTION 40 - LENGTH OF SERVICE DEFINITION (For Service Awards and Vacation Accruals)

The length of service credits of each employee of the County shall date from the beginning of the last period of continuous County employment (including temporary, provisional, and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two (2) years is reemployed in a permanent County position, or is reemployed in a permanent County position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation. The Director of Human Resources shall determine these matters based on the employee status records in his department.

SECTION 41 - PERMANENT PART-TIME EMPLOYEES

41.1 Benefits. Permanent part-time employees receive prorated vacation and sick leave benefits. They are eligible for health, dental and life insurance benefits at corresponding premium rates providing they work at least fifty percent (50%) of full-time.

41.2 Hours. Permanent part-time employees who wish to have the hours of their position increased, must so request in writing. These requests must be received by the employee's department during the month of January and/or July for the duration of this MOU. Departments reviewing these requests will evaluate them within thirty (30) days of their receipt by considering the actual hours assigned to and worked by the employee during the previous six (6) months and the anticipated continuing need from their assignment on an increased basis. Those requests which are approved by the department for an increase in hours will be submitted for consideration by the County as a P300 request within an additional sixty (60) days. Nothing contained herein shall conflict with layoff/reemployment provisions.

SECTION 42 - PERMANENT-INTERMITTENT EMPLOYEES

42.1 Benefits. Permanent-intermittent employees are eligible for prorated vacation and sick leave benefits.

SECTION 43 - SPECIAL BENEFITS

42.2 Hours. Permanent-Intermittent employees who wish to have the hours of their position increased, must so request in writing. These requests must be received by the employee's department during the month of January and/or July for the duration of this MOU. Departments reviewing these requests will evaluate them within thirty (30) days of their receipt by considering the actual hours assigned to and worked by the employee during the previous six (6) months and the anticipated continuing need from their assignment on an increased basis. Those requests which are approved by the department for an increase in hours will be submitted for consideration by the County as a P300 request within an additional sixty (60) days. Nothing contained herein shall conflict with layoff/reemployment provisions.

42.3 Permanent Intermittent Employee Special Pays. Permanent Intermittent employees may be eligible for certain special types of pays or benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to Permanent Intermittent employees is included as Attachment C. If a special pay or benefit that is described in this MOU does not specifically reference Permanent Intermittent employees or the special pay or benefit is not included in Attachment C, then it does not apply to Permanent Intermittent employees.

SECTION 43 - SPECIAL BENEFITS

Employees in the classifications of Probation Supervisor I and Institutional Supervisor I are eligible to receive the following benefits:

- A. **Building Supervisor Differential.** Institutional Supervisor I's in Juvenile Hall will receive a nine percent (9%) differential premium pay when assigned as Building Supervisor, commencing with the first hour worked while substituting for the Institutional Supervisor II.

Institutional Supervisor I's at the Orin Allen Youth Rehabilitation Facility will receive a nine percent (9%) differential premium pay when assigned facility responsibility commencing with the first hour worked while substituting for the facility manager and facility superintendent.

- B. **Life Insurance.** Effective January 1, 2000, \$45,000 Group Term Life Insurance will be provided. Premiums for this insurance will be paid by the County with conditions of eligibility to be reviewed annually. Effective January 1, 2007, \$10,000 Group Term Life Insurance will be provided to the Engineering Technician Unit.
- C. **LTD.** Long-Term Disability Insurance will be provided, with a replacement limit of eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits. The premium for this Long-Term Disability Insurance will be paid by the County.

SECTION 43 - SPECIAL BENEFITS

- D. Vacation Buy Back Plan. The County will reimburse up to one-third (1/3) of an employee's annual vacation accrual, subject to the following conditions: (a) the choice can be made only once in each calendar year; (b) payment shall be based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (c) the maximum number of hours that may be reimbursed in any year is one-third (1/3) of the annual accrual at the time of reimbursement. Employees promoted or hired by the County into any classification represented by the Probation Peace Officers Association on and after January 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by the Probation Peace Officers Association will retain that benefit after promoting into a classification represented by the Probation Peace Officers Association.
- E. Professional Development. Reimbursement will be provided for up to two hundred dollars (\$200) per fiscal year for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, job-related books, electronic calendars and organizers, and soft and hardware from a standardized County approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors. Authorization for individual professional development reimbursement requests shall be made by the Department Head. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).
- F. Paid Personal Leave. Fifty (50) hours of paid personal leave will be provided to employees in the classifications Probation Supervisor I (7AHA) and Institutional Supervisor I (7KHA) [except Institutional Supervisor I employees assigned to Juvenile Hall (Org # 3120) or Byron Boys Center (Org #3160)] during a calendar year. Said personal leave is provided to recognize both the fact that these employees do not and will not receive payment for overtime and the unavailability of compensatory time off for this group of employees.
- G. Deferred Compensation Incentive. Effective January 1, 2007, the County's contribution to eligible employees who participate in the County's Deferred Compensation Plan will be seventy-five dollars (\$75.00) per month. To be eligible for this incentive supplement, eligible employees must first contribute a Base Contribution Amount to the Deferred Compensation Plan as follows:

SECTION 44 – TEMPORARY EMPLOYEES

Current Monthly Salary	Qualifying Base Contribution Amt.	Monthly Base Contribution Amt. for Maintaining Program Eligibility
\$2500 & below	\$250	\$50
\$2501 - \$3334	\$500	\$50
\$3335 - \$4167	\$750	\$50
\$4168 - \$5000	\$1000	\$50
\$5001 - \$5834	\$1500	\$100
\$5835 - \$6667	\$2000	\$100
\$6668 & above	\$2500	\$100

Employees who meet these Base Contribution Amounts must contribute at least fifty dollars (\$50) or one hundred dollars (\$100) per month to remain eligible for the seventy-five dollars (\$75.00) County supplement. Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the seventy-five (\$75.00) County supplement.

To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in Deferred Compensation Contributions because of an approved medical leave, shall not be required to reestablish eligibility.

Employees with a break in deferred compensation contributions because of either an approved medical leave or approved financial hardship withdrawal shall not be required to re-establish eligibility. Further, employees who lose eligibility due to budgetary constraints but maintain contributions at the required level and later return to an eligible position shall not be required to re-establish eligibility.

Eligible employees who participated in the Deferred Compensation Plan prior to May 1, 1992 but were not eligible to receive the County contribution will be given credit towards the qualifying base amount for contributions made after January 1, 1992.

SECTION 44 – TEMPORARY EMPLOYEES

44.1 Temporary Employee Hours. Temporary employees may work a maximum of 2080 hours within the Probation Department. Thereafter, that temporary may not work in the Probation Department for one year as a temporary. Nothing in this section shall preclude the Department from terminating a temporary prior to the temporary reaching the maximum hours allowable. This subsection 44.1 (Temporary Employees Hours) shall be inapplicable to Juvenile Institution Officers. Nothing in this agreement precludes the parties from meeting and conferring over future exceptions.

44.2 Temporary Employee Special Pays. Temporary employees may be eligible for certain special types of pays or benefits in addition to wages under specifically defined

SECTION 44 – TEMPORARY EMPLOYEES

circumstances. A list of those special pays and benefits that are applicable to temporary employees is included as Attachment D. If a special pay or benefit that is described in this MOU does not specifically reference temporary employees or the special pay or benefit is not included in Attachment D, then it does not apply to temporary employees.

44.3 Leave Benefits.

- A. **Crediting and Maximum Accumulation of Paid Time Off.** On the first of the month following a temporary employee's completion of two thousand eighty (2080) straight time hours worked, he or she shall be credited with forty (40) hours of "paid time off" ("PTO"). Forty (40) hours paid time off credit is the maximum amount an employee may have at any time.
- B. **Use of Paid Time Off.** Paid time off shall not be taken until credited per subsection 44.3 paragraph A (Crediting and Maximum Accumulation of Paid Time Off) above.
- C. **Payoff at Separation.** If a temporary employee terminates his/her County employment (separates from County service), the employee shall be paid all currently "credited" PTO hours, as described in subsection 44.3 paragraph A (Crediting and Maximum Accumulation of Paid Time Off) and, in addition, shall be paid off for that portion of PTO hours earned but not credited on the basis of that portion of the straight time hours worked ("STHW") toward the next increment of two thousand eighty (2080) straight time hours required for crediting of PTO. The formula for the earned but not credited payoff is: STHW divided by 2080 multiplied by 40 multiplied by the current hourly pay rate at separation.
- D. **Appointment to a Permanent Position.** If a temporary employee is appointed to a permanent position, the credited PTO hours and the earned but not yet credited PTO hours (as described in paragraph 44.3 paragraph C [Payoff at Separation] above) shall be converted to vacation hour and subject to the provisions of this Memorandum of Understanding relating to Vacation. When a temporary employee is appointed to a permanent position, the employee shall be allowed to use the earned paid time off hours during the first six (6) months of employment in a permanent position.

44.4 Temporary Employee Step Placement. Temporary Hourly Rates. The hourly rate paid temporary employees shall be the "1.00 hourly rate" calculated on the salary schedule by dividing the unrounded monthly salary at any step by 173.33.

- A. **New Employees.** The anniversary date of a new temporary employee is the first day of the calendar month after the calendar month when the employee successfully completes one thousand forty (1040) straight time hours.
- B. **Initial Step Placement.** New temporary employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range if mutually

SECTION 44 – TEMPORARY EMPLOYEES

agreeable guidelines have been developed in advance or the Director of Human Resources (or designee) offers to meet confer with the Association on a case by case basis each time prior to formalizing the appointment.

- C. **Increments within Range.** The performance of each employee shall be reviewed after the employee has completed an additional two thousand eighty (2080) straight time hours of work. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary which must be set at the time the original report is returned. Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within range increment be granted at one time. Increments shall not be granted to a temporary employee more frequently than after the first one thousand forty (1040) straight time hours worked and after each two thousand eighty (2080) additional straight time hours worked thereafter. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

44.5 Temporary Employee Grievances.

Temporary employees covered by this Memorandum of Understanding may grieve only alleged violation of:

- A. Section 1 (Recognition);
- B. Section 2 (Association Security), subsections 2.1 (Dues Deduction) through 2.5 (Withdrawal of Membership);
- C. Subsection 5.1 (General Wages), and
- D. The terms of this Section 44 except subsection 44.2 (Meet and Confer).

44.6 Association Dues. The membership or agency shop service fee charged by the Association to temporary employees pursuant to subsection 2.2 (Agency Shop) paragraph B shall equal 1% of the employee's regular pay up to a maximum of ten dollars (\$10) per semi-monthly pay period. No initiation fee or special assessments shall be required of these employees. A temporary employee who does not timely authorize deduction of or directly pay Association Dues or an agency shop service fee in lieu of dues will be terminated from County service.

SECTION 45 - LUNCH PERIOD AND REST BREAKS

SECTION 45 - LUNCH PERIOD AND REST BREAKS

- A. Employees who are in a pay status during their lunch are on call during their lunch period. Employees who are not in a pay status during their lunch are on their own time during their lunch period.
- B. Employees shall be entitled to a rest break for each four (4) hours of work. Scheduling of rest breaks shall be determined by management.
- C. The Department head or his or her designee shall schedule each field Probation Officer for a regular one hour or a one-half hour unpaid meal period, taking into consideration the employee's preference and operational needs. The meal period shall be taken as near the middle of the employee's workday as is practicable in light of operational needs. If an employee desires to change the scheduled meal period from one hour to one half hour or from one-half hour to one hour, such change shall take effect only if approved in advance by the Department Head or his or her designee. The Department Head or his or her designee may initiate such a change on an on-going basis when, in the Department's judgment, such is needed for operational reasons. The Department Head or his or her designee may also temporarily alter the duration of the employee's regularly scheduled meal period, from one hour to one-half hour or from one-half hour to one hour, to accommodate temporary operational needs (e.g. training, etc.).

SECTION 46 - ADOPTION

The provisions of this MOU shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

SECTION 47 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

47.1 Scope of Agreement. Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any past side letters or any other agreements that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors. The Association understands and agrees that the County is not obligated to meet and confer regarding wages, hours or conditions of employment during the term of this extended agreement, except as otherwise required by law.

SECTION 48 - FAIR LABOR STANDARDS ACT PROVISIONS

47.2 Separability of Provisions. Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

47.3 Personnel Management Regulations. Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. Those provisions of the Personnel Management Regulations within the scope of representation which are not in conflict with the provisions of this MOU and those provisions of the Personnel Management Regulations which are not within the scope of representation shall be considered in full force and effect.

47.4 Duration of Memorandum of Understanding.

Except for provisions, if any, expressly made retroactive, this Memorandum of Understanding (MOU) shall continue in full force and effect from July 1, 2015 to and including June 30, 2018. Said Memorandum of Understanding shall automatically renew from year to year thereafter unless either party gives written notice to the other, at least sixty (60) days prior to the MOU termination date, of its intention to amend, modify or terminate the Memorandum of Understanding.

SECTION 48 - FAIR LABOR STANDARDS ACT PROVISIONS

The Fair Labor Standards Act, as amended, may govern certain terms and conditions of the employment of employees covered by this MOU. It is anticipated that compliance with the Act may require changes in some of the County policies and practices currently in effect or agreed upon. If it is determined by the County that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay and compensatory time off entitlements or use, must be changed to conform with the Fair Labor Standards Act, such terms and conditions of employment shall not be controlled by this MOU but shall be subject to modification by the County to conform to the federal law, without further meeting and conferring. The County shall notify Association and meet and confer with the Association regarding the implementation of such modifications.

SECTION 49 – SAFETY IN THE WORKPLACE

49.1 Safety and Efficient Operations. The County shall expend every effort to see to it that the work performed under the terms and conditions of this MOU is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

49.2 Juvenile Hall Standing Juvenile Institution Officer Safety Committee. The Juvenile Hall shall have a standing Juvenile Institution Officer Safety Committee (“CSC”) to address all issues related to Juvenile Institution Officer safety, including the

SECTION 50 - MISCELLANEOUS PROVISIONS

issuance of defensive tools. The CSC shall be empowered to make recommendations related to Juvenile Institution Officer safety directly to the Deputy Chief Probation Officer, the Institutional Superintendent, or the Department-wide safety committee as the CSC deems appropriate.

49.3 Composition of CSC. The “CSC” shall consist of the Superintendent of the Juvenile Hall (or his or her designee), one (1) line/unit Supervisor on staff at Juvenile Hall (selected by Local 512), three Juvenile Institution Officer representatives (appointed by the Association), one (1) Juvenile clerical representative (appointed by Local 2700), one (1) service staff member (appointed by Local one), one representative of the Institutional Service Workers, janitors and cooks (appointed by Local one) and the Juvenile Hall Supply and Distribution Supervisor. Other members may include one (1) representative of the Juvenile Hall Medical Department, one representative of the Juvenile Hall School Department, and a representative of the County’s Risk Management Office to be invited to sit as needed as a non-decision making consultant.

49.4 CSC Deliberation Not Bargaining. The discussions and deliberations of the CSC shall not be construed as meeting the requirements to meet and confer regarding any matter related to wages, hours, or working conditions.

49.5 Participation By Other Unions. The Parties recognize that the participation in the CSC by Local 1, Local 512, or Local 2700 under the terms described above is conditioned on their independent agreement to do so. If either declines to do so the CSC shall carry forward without such participation.

49.6 Representation on Probation Department Safety Committee. The Parties recognize that the Probation Department maintains a department-wide safety committee on which three volunteer Probation Officers solicited by the Department have served along with other Committee members. On the first January 1 after this MOU is signed by the Parties, the volunteer Probation Officer positions on the Committee will be deemed vacant. The Association shall promptly appoint three (3) Probation Officers, one from each Field Services facility, to serve on the Committee and ensure that matters affecting each facility are addressed. The term of each Association appointee shall continue through the ensuing December 31. If the employee resigns from the Committee, moves to a different facility thereby vacating the appointment, or otherwise vacates the appointment before December 31, the Association shall promptly appoint a replacement(s) from the facility from which the vacating employee was appointed. The Association may replace any of its appointees to the Committee effective the next January 1 but is not required to do so.

SECTION 50 - MISCELLANEOUS PROVISIONS

A. **Department Advisory Committee.** The Department-Wide Probation Services Advisory Committee shall continue during the term of this MOU.

SECTION 50 - MISCELLANEOUS PROVISIONS

- B. Subcommittees. The Probation Department has established separate subcommittees of the Probation Services Advisory Committee for each major juvenile institution and treatment facility. Representation on each such committee consists of two (2) Juvenile Institution Officers selected by the Association together with the manager of the facility. The subcommittee shall meet quarterly at a mutually agreeable time and place, discuss and resolve issues of mutual concern. The subcommittee may refer some problems to the department-wide committee for resolution.

Date: _____

Contra Costa County:
(Signature / Printed Name)

**Probation Peace
Officers Association:**
(Signature / Printed Name)

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**PROBATION PEACE OFFICERS ASSOCIATION
OF
CONTRA COSTA COUNTY**

ATTACHMENTS

ATTACHMENT A	CLASS & SALARY LISTING
ATTACHMENT B	CO-PAYS (Medical & Dental)
ATTACHMENT C	PERMANENT INTERMITTENT SPECIAL PAYS CHART
ATTACHMENT D	TEMPORARY EMPLOYEES SPECIAL PAYS CHART
ATTACHMENT E	PHYSICIAN'S STATEMENT OF ABILITY TO WORK, AK142
ATTACHMENT F	RETURN TO WORK POLICY FOR INDUSTRIAL INJURY OR ILLNESS

**PROBATION PEACE OFFICERS ASSOCIATION OF CCC
CLASS AND SALARY LISTING
as of
JULY 1, 2015**

PROBATION SUPERVISORS UNIT*

			Salary Range	
Job Code	Class Title	Flex Staff (F) / Deep Class (D)	From	To
7KHA	INST SUPERVISOR I		5,630.16	6,843.49
7AHA	PROBATION SUPERVISOR I		6,118.45	7,437.01

PROBATION UNIT*

			Salary Range	
Job Code	Class Title	Flex Staff (F) / Deep Class (D)	From	To
7AWA	DEPUTY PROBATION OFFICER I	(F)	3,379.78	4,108.15
7AVA	DEPUTY PROBATION OFFICER II	(F)	4,690.53	5,701.37
7ATA	DEPUTY PROBATION OFFICER III	(F)	5,007.29	6,086.39
7KWB	PROBATION COUNSELOR I	(F)	3,320.08	4,035.58
7KVB	PROBATION COUNSELOR II	(F)	4,411.25	5,361.90
7KTB	PROBATION COUNSELOR III	(F)	4,685.89	5,695.73

* All classifications are Safety.

ATTACHMENT B
Probation Peace Officers Association

MEDICAL/DENTAL PLANS

Covered Offered

The County offers the following Plans:

Contra Costa Health Plans (CCHP), Kaiser Permanente, Health Net, Delta Dental and Delta Care USA (PMI) Dental.

Co-Pays

The health plan co-pays are as follows:

CCHP A:	\$0 Office Visit in the RMC Network \$0 Preferred Generic RX \$0 Preferred Brand RX \$0 Non-Preferred Brand RX
CCHP B:	\$0 Office Visit in the RMC Network \$5 Office Visit in the CPN Network \$3 Preferred Generic RX \$3 Preferred Brand RX \$3 Non-Preferred Brand RX
KAISER PERMANENTE PLAN A:	\$10 Office Visit \$10 Preferred Generic RX \$20 Preferred Brand RX \$20 Non-Preferred Brand RX \$10 Emergency Room
KAISER PERMANENTE PLAN:	\$500 Deductible Per Person \$1000 Deductible Per Family \$20 Office Visit Copay (not subject to deductible) \$20 Urgent Care Copay (not subject to deductible) \$10 Lab & X-ray Copay (not subject to deductible) \$10 Preferred Generic RX \$30 Preferred Brand RX \$30 Non-Preferred Brand RX

	10% Co-Insurance After Deductible for Inpatient Hospital, Outpatient Surgical and Emergency Room \$3000 per person and \$6000 per family Annual Out of Pocket Maximum
HEALTH NET HMO Plan A:	\$10 Office Visit \$10 Preferred Generic RX \$20 Preferred Brand RX \$35 Non-Preferred Brand or Generic RX \$25 Emergency Room
HEALTH NET HMO Plan B:	\$20 Office Visit \$50 Urgent Care Visit \$1000 Inpatient Hospital Co-pay \$500 Out-Patient Surgical Co-pay \$100 Emergency Room Co-pay \$10 Preferred Brand RX \$20 Non-Preferred Brand RX \$35 Non-Preferred Brand or Generic RX \$2000 per person and \$6000 per family Annual Out of Pocket Maximum
HEALTH NET PPO Plan A:	\$10 Office Visit in network \$5 Preferred Generic RX \$5 Preferred Brand RX \$5 Non-Preferred Brand or Generic RX \$50 Emergency Room Deductible, 10% Co-
Insurance	
HEALTH NET PPO Plan B:	\$500 Deductible Per Person \$1500 Deductible Per Family \$20 Office Visit in network 80% / 20% For Most In-Network Benefit 60% / 40% For Most In-Network Benefit \$10 Preferred Generic RX \$20 Preferred Brand RX \$35 Non-Preferred Brand or Generic RX \$50 Emergency Room Deductible, 30% Co-Insurance

Section 42- Permanent-Intermittent Employees Special Pays

Special Pays for Permanent-Intermittent Employees**1) Applicable to all Permanent-Intermittent Employees**

<u>Type of Pay</u>	<u>MOU Section</u>
Jury Duty-Scheduled Work Day	Sec. 16.1.H
Military Leave	Sec. 15.4
County Overtime	Sec. 7.1
FLSA Overtime	None
Sick Leave Hours Taken	Sec. 42.1
Vacation Hours Taken	Sec. 42.1
Overtime Pay for Working on a Holiday	Sec. 11.5
Shift Pay	Sec. 9

2) Applicable to only those Permanent-Intermittent Employees in the specified classification/org

<u>Type of Pay</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Applicable Assigned Org (Org#)</u>
Lead Juvenile Institution Officer Duties	5.13	Juvenile Institution Officer I (7KWB), Juvenile Institution Officer II (7KVB), Juvenile Institution Officer III (7KTB)	3120 and 3160

Section 44 – Temporary Employees Special Pays

Special Pays for Temporary Employees**All Employees**

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>
County Overtime (OPT)	Sec. 7.1
FLSA Overtime (OTF)	None
Paid Time Off (PTO, PTO-FML)	Sec. 44.3
Shift Pay @ 5% (SH2)	Sec. 9

Classification/Org Specific

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Applicable Assigned Org (Org#)</u>
Overtime Pay for Working on a Holiday (OPT)	11.6	Juvenile Institution Officer I (7KWB), Juvenile Institution Officer II (7KVB), Juvenile Institution Officer III (7KTB)	

CONTRA COSTA COUNTY
PHYSICIAN'S STATEMENT OF ABILITY TO WORK
ADA/FEHA/non-industrial

ATTACHMENT E

Dear Physician:

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury
or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: _____ WORK LOCATION: _____
DEPARTMENT: _____ # OF HOURS PER DAY: _____
JOB TITLE: _____ # OF DAYS PER WEEK: _____

DESCRIBE NATURE OF DISABILITY(S) INCLUDING SYSTEMS OR BODY PARTS AFFECTED:

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE?
EXPLAIN: _____ YES _____ NO

WILL THE DRUG AFFECT OTHER DUTIES: _____ YES _____ NO
EXPLAIN: _____

Computer Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Writing	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Telephone Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Office Machine use:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Filing:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:

LIFT/CARRY	HOURS PER DAY	COMMENTS
_____ 0 - 5 Lbs.	_____	_____
_____ 5 - 10 Lbs.	_____	_____
_____ 10 - 15 Lbs.	_____	_____
_____ 15 - 20 Lbs.	_____	_____
_____ 20 - 25 Lbs.	_____	_____
_____ 25 - 50 Lbs.	_____	_____
_____ 50 - 75 Lbs.	_____	_____

PHYSICAL ACTIVITIES	HOURS PER DAY	COMMENTS
_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____

PHYSICAL ACTIVITIES (Cont'd)	HOURS PER DAY	COMMENTS
_____ Crawling	_____	_____
_____ Pulling	_____	_____
_____ Pushing	_____	_____
_____ Kneeling	_____	_____
_____ Reaching above shoulder level	_____	_____
_____ Reaching below shoulder level	_____	_____
_____ Twisting the body	_____	_____
_____ Climbing stairs	_____	_____
_____ Climbing ladders	_____	_____
_____ Climbing up and down embankment	_____	_____
_____ Shoveling or digging	_____	_____
_____ Operating foot controls	_____	_____
_____ Operate moving machinery	_____	_____
_____ Driving heavy equipment	_____	_____
_____ Driving automotive equipment	_____	_____

WORKING CONDITIONS	HOURS PER DAY	COMMENTS
_____ Exposure to heat (85 ° - 90 °)	_____	_____
_____ Exposure to cold	_____	_____
_____ Exposure to dampness, water	_____	_____
_____ Walking on uneven ground	_____	_____
_____ Exposure to dust, fumes, and grass	_____	_____
_____ Exposure to heights	_____	_____
_____ Being around moving machinery	_____	_____
_____ Exposure to noise	_____	_____
_____ Respond to emergency situation	_____	_____
_____ Handle confrontational situation	_____	_____
_____ Wearing respiratory protection	_____	_____

WORKER TRAITS	HOURS PER DAY	COMMENTS
_____ Handle face to face contact with public	_____	_____
_____ Participate in formal proceedings, hearings	_____	_____
_____ Concentrate and meet deadlines	_____	_____
_____ Understand written and oral instructions	_____	_____
_____ Maintain professional relationship with supervisor, Co-workers and the public	_____	_____

DATE EMPLOYEE CAN START **MODIFIED**
DUTY: _____

MODIFIED DUTY CAN BE: _____ FULL TIME _____ PART TIME _____

Number of Days per Week: _____ Number of Hours per Day: _____

ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES: _____

ARE THE LIMITS LISTED PERMANENT _____ OR TEMPORARY _____? IF TEMPORARY, FOR
HOW LONG? _____

_____ PHYSICIAN'S SIGNATURE	_____ DATE
_____ PHYSICIAN'S NAME	_____ ADDRESS
_____ TELEPHONE NO.	_____ FAX NO.

**CONTRA COSTA COUNTY
RETURN TO WORK POLICY
FOR INDUSTRIAL INJURY OR ILLNESS**

- I. **POLICY:** Permanent employees who have suffered industrial injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate.
- A. Covered employees must have an accepted Workers' Compensation claim. Probationary employees, project, contracted, seasonal, agency temp, temporary, and employees working less than 20 hours a week are not covered by this policy.
 - B. A restricted duty assignment may be provided within the County's capacity, consistent with restriction(s) recommended by the treating physician. Should any disagreement exist, the County will follow California State law. Restrictions from the physician must be in writing on the county form AK 142 or on the physician's letterhead.
 - C. Employees performing in a restricted duty assignment will continue to receive their regular pay and benefits for hours actually worked. Pay and benefits will be prorated in the case of part-time work, subject to MOU provisions and salary regulations.
 - D. Current department practices and applicable state and federal laws regarding return to work procedures and restricted duty for certain employees who are exempt from this policy (i.e., non-industrial illnesses or injuries and probationary employees), will continue and are not subject to this policy.
- II. **OBJECTIVE:** The objectives of providing work for temporarily industrially injured employees through restricted duty are to reduce disability and Workers' Compensation costs, maximize productivity, minimize the loss of human resources and promote full and prompt recovery with the return of the employee to productive employment.
- III. **SCOPE OF POLICY:** All departments and Board-governed agencies which are part of the County retirement system (excluding the Contra Costa County Fire Protection District and East Contra Costa Fire Protection District safety employees, Sheriffs Office and D.A. Investigators safety employees, Housing Authority, and In-Home Supportive Service providers) are subject to this Return to Work Policy.

IV. GENERAL BACKGROUND: A restricted duty assignment is a temporary assignment provided to a temporarily industrially disabled employee. Restricted duty may be for less than regular full-time work, but no less than four (4) hours per day.

A. A temporarily industrially disabled employee with an accepted Workers' Compensation claim shall return to a restricted duty assignment that is not inconsistent with restrictions recommended by the employee's treating physician or Qualified Medical Examiner (QME), if applicable.

B. A Department shall, whenever feasible, temporarily restrict the duties of an employee in order to conform to restrictions recommended by the treating physician for a cumulative maximum of six months per injury with a review after three (3) months or sooner, if appropriate. At the end of the six month period, the employee shall undergo a medical review to determine whether a full duty work the employee shall be to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.

C. If an employee disagrees with the Department Head's decision concerning a light duty assignment, he/she may appeal that decision to the Risk Manager within 15 calendar days. The subject of the appeal shall be heard at the next regularly scheduled Return to Work Committee. The Return to Work Committee may affirm, reject or modify the Department Head's decision. The following factors shall be considered by the Return to Work Committee when considering an appeal:

1. The restrictions recommended by the employee's treating physician or QME, if applicable;
 2. The operational and financial needs of the department; and
 3. The availability of a suitable work assignment.
- Either party may appeal the Committee's decision in writing to the Director of Human Resources or his/her designee within 15 calendar days of the Committee's decision.

V. RESPONSIBILITIES:

A. Departments

The principle responsibility for implementing the Return to Work Policy rests with the appointing authority. Departments will also:

1. Complete and submit an injury report for industrial injuries and illnesses on a timely basis.

2. Appoint a Department Return to Work Coordinator to administer the department's compliance with the Return to Work Policy under the direction of the department head. The Department Return to Work Coordinator shall review restricted duty assignments and make recommendations to the department head regarding adjusting, extending or terminating the restricted duty in accordance with the operational and financial needs of the department and consistent with the employee's medical restrictions. The Department Return to Work Coordinator will document and monitor all limited duty assignments. They will also maintain a centralized record of all assignments.
3. Inform department employees of the Return to Work Policy.
4. Implement restricted duty assignments for temporarily industrially disabled employees as soon as medically appropriate, operationally feasible, and when a suitable assignment is available.
5. Coordinate with Risk Management regarding an individual employee's restricted duty assignment.
6. The Risk Management Department shall provide the Health Coalition quarterly reports of the number of requests for ergonomic evaluations, the number performed, and the actions taken based on those reports. The County shall meet with the Health Coalition upon the Coalition's request to review such reports and to discuss ergonomic issues.

B. Employee

A temporarily industrially disabled employee shall:

1. Notify the department of an industrial injury or illness in accordance with Workers' Compensation regulations.
2. Seek prompt medical care through the County's Occupational Medical Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide the information to the County. (Physician's Statement of Ability to Work, AK142, see Attachment E).
3. Accept an appropriate available restricted duty assignment within or outside the employee's department if one is offered. A restricted duty assignment must be consistent with limitations

recommended by the employee's treating physician or QME, if applicable, and must be approved by the Department Return to Work Coordinator. If an employee is assigned to a restricted duty assignment outside of their department, a supervisor in the department providing the

4. restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.
5. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.
6. Failure of an employee to accept an offer of a medically appropriate restricted duty assignment will result in the denial of temporary disability benefits pursuant to Workers' Compensation law.

C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

1. Work at the direction of the Risk Manager.
2. Assist departments in identifying and developing suitable restricted duty assignments.
3. Assist departments in resolving questions regarding work restrictions and restricted duty placements.
4. Provide, as necessary, counseling and other services to employees placed on restricted duty.
5. Assist in finding restricted duty assignments outside of the home department, if the home department cannot provide restricted duty. The home department will provide the salary of the employee.
6. Coordinate the appeal process for employees regarding restricted duty.

D. Return to Work Committee

The Return to Work Committee shall hear appeals under the Appeal Procedures as described in Section IV (C)-General Background above, and make recommendations to the department. In the event a department does not grant a restricted duty assignment requested by an employee or a requested extension of an existing restricted duty

assignment, the employee may appeal to the Return to Work Committee. The Committee shall hear the appeal and make a recommendation to the department head.

E. Risk Manager

The County Risk Manager shall:

Oversee the administration of this policy and provide ongoing education work department heads, managers, and departmental return to coordinators concerning this policy.

VI. DEFINITIONS:

A. Restricted Duty: A temporary work assignment provided to a temporary industrially disabled employee who cannot perform her/his regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. In no assignment can be located within the employee's primary department, the County will make reasonable effort to locate a comparable position in another department. Restricted duty is only available to a person who is expected to return to her or his regular job duties. If an employee is on a discretionary 9/80 or 4/10 work schedule and is returning to restricted duty assignment on a part-time basis, the 9/80 or 4/10 work schedule shall be revoked. Pay for restricted duty shall be the same salary and benefits of the employee's regular position, provided however, that shift and other pay differentials will only be paid for the first thirty (30) days of the restricted duty unless the employee qualifies for pay differentials.

B. County: For the purpose of this policy the term "County" includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County's retirement system, excluding Contra Costa County Fire Protection District and East Contra Costa Fire Protection Districts, Sheriff's Office and D.A. Investigators' safety employees Housing Authority, and In-Home Supportive Service providers.

C. Departmental Return to Work Coordinator: The individual appointed by the department head to administer the County's Return to Work policy. The person appointed by the department must have some knowledge of personnel rules and regulations, Memoranda of Understanding and disability benefits that an employee may be entitled to receive, i.e., SDI, LTD, FMLA, retirement.

D. Employee's Treating Physician: The treating physician or Qualified Medical Examiner (QME) as defined by California Workers' Compensation laws. Treatment shall be reasonably required and consistent with Workers'

Compensation guidelines and existing State law.

- E.** Return to Work Committee: The Committee shall be composed of a pool twelve (12) members consisting of six (6) County employee members appointed by the County Administrator and six (6) County employees appointed from the three (3) largest employee organizations in the Labor Coalition. Each member of the committee must commit to attending at least two committee meetings each year. Two members appointed by the County Administrator and two members appointed by the employee organizations must be present in order to constitute a quorum.
- F.** Risk Manager: The person designated by the County Administrator to serve as Risk Manager.
- G.** County Return to Work Coordinators: The person designated by the County Risk Manager to serve as an Employee Return to Work Coordinator who shall perform the duties set forth in V(C).

**PROBATION PEACE OFFICERS ASSOCIATION
OF
CONTRA COSTA COUNTY**

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Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 25, 2015

Subject: ADOPTION OF ORDINANCE TO ADJUST BOARD OF SUPERVISORS COMPENSATION

RECOMMENDATION(S):

ADOPT 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.

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: **08/25/2015** ☐ 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 25, 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-Supervisory District mileage reimbursement for Board members, making the auto benefit "\$600/mo. plus out-of-District mileage reimbursement" only.

Ordinance No. 2015-19, attached, was prepared at the Board's direction of July 28, introduced on August 18, and is recommended for adoption today, 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.

ATTACHMENTS

Ordinance 2015-19

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



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 25, 2015

Subject: APPROVE and AUTHORIZE a contract amendment with American Guard Services, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with American Guard Services, Inc. to extend the term from August 15, 2013 through August 15, 2016 and to increase the payment limit by \$60,000 to a new payment limit of \$180,000 for crossing guard services, Bay Point area.

FISCAL IMPACT:

All costs (100%) will be funded by the Keller Canyon Mitigation Fund.

BACKGROUND:

On August 15, 2013 the Public Works Director approved a contract with American Guard Services, Inc. for \$60,000 to provide crossing guard services for the Bay Point area for the 2013-2014 school year. The Public Works Department, Transportation Division administers this contract. Amendment #1 to the contract to provide crossing guard services for 2014-2015 school year was approved by the Board of Supervisors on September 9, 2014. This amendment #2 will provide funding and extend services for the 2015-2016 school year.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, crossing guard services will not be provided for students in the Bay Point area.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Monish Sen, (925)
313-2187

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 25, 2015

Subject: APPROVE and AUTHORIZE a Road Closure for the Alhambra Valley Road Safety Improvements Project, Martinez (Briones) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2015/314 approving and authorizing the Public Works Director, or designee, to fully close a portion of Alhambra Valley Road (Road No. 1481), near the intersection of Bear Creek Road, for a period not to exceed four (4) weeks, between August 25, 2015 and October 31, 2015, except for emergency traffic, for the purpose of constructing the Alhambra Valley Road Safety Improvements Project, Martinez (Briones) area. County Project No. 0662-6R4101, Federal Project No. HRRRL/HSIPL-5928(098)

FISCAL IMPACT:

This project is funded by 26% Highway Safety Improvement Program (HSIP) Funds and 24% High Risk Rural Road (HRRR) Funds, 24% Proposition 1B, and 26% Local Road Funds.

BACKGROUND:

The Alhambra Valley Safety Improvement Project will improve a section of Alhambra Valley Road to current County road standards. To construct the improvements, the contractor will need full access to the roadway. The Contractor will follow all guidelines as set forth by the Public Works Department.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Kevin Emigh,
925-313-2233

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Contractor will be unable to close the road to mitigate safety issues during construction, and complete the road work before potential rains in November.

ATTACHMENTS

Resolution No. 2015/314

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

Adopted this Resolution on 08/25/2015 by the following vote:

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



Resolution No. 2015/314

IN THE MATTER OF approving and authorizing the Public Works Director, or designee, to fully close a portion of Alhambra Valley Road (Road No. 1481), near the intersection of Bear Creek Road, for a period not to exceed four (4) weeks, between August 25, 2015 and October 31, 2015, except for emergency traffic, for the purpose of constructing the Alhambra Valley Road Safety Improvements Project, Martinez (Briones) area. County Project No. 0662-6R4101, Federal Project No. HRRRL/HSIPL-5928(098)

WHEREAS the Contractor, Bay Cities Paving and Grading, Inc., will construct a slide repair and roadway improvements to Alhambra Valley Road if the Board of Supervisors adopt a resolution authorizing the Public Works Director to close a portion of Alhambra Valley Road for four consecutive weeks.

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 25, 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 25, 2015

Subject: Approving the Parcel Map and Subdivision Agreement for minor subdivision MS14-00004, Alamo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2015/311 approving the Parcel Map and Subdivision 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 Public Works Department has reviewed the conditions of approval for minor subdivision MS014-00004 and has determined that all conditions of approval for the Parcel Map approval have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:

The Parcel Map and the Subdivision Agreement will not be approved and recorded.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☒ 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 25, 2015

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

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

By: , Deputy

ATTACHMENTS

Resolution No. 2015/311

Subdivision Agreement

Bond

Tax Letter and Second Bond

Parcel Map 1

Parcel Map 2

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 08/25/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2015/311

IN THE MATTER OF approving the Parcel Map and Subdivision Agreement for minor subdivision MS14-00004, for a project being developed by Cynthia Erb & Associate, LLC, Alamo area. (District II)

WHEREAS The following documents were presented for Board approval this date:

I. Map

The Parcel Map of minor subdivision MS14-00004, property located in the Alamo area, Supervisorial District II, said map having been certified by the proper officials.

II. Subdivision Agreement

A Subdivision Agreement with Cynthia Erb & Associate, LLC, principal, whereby said principal agrees to complete all improvements as required in said subdivision agreement within two (2) years from the date of said agreement. Accompanying said subdivision agreement is security guaranteeing completion of said improvements as follows:

A. Cash Bond Performance amount: \$1,000
Auditor's Deposit Permit No. DP690599
Date: August 4, 2015
Submitted by: Cynthia Erb & Associate, LLC

B. Surety Bond Bond Company: Platte River Insurance Company
Bond Number: 41326739
Date: July 22, 2015
Performance Amount: \$36,000
Labor & Materials Amount: \$18,500
Principal: Cynthia Erb & Associates, LLC

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2014-2015 tax lien has been paid in full and the 2015-2016 tax lien, which became a lien on the first day of January 2015, is estimated to be \$9,980.00, with security guaranteeing payment of said tax lien as follows:

A. Tax Surety Financial Institution: Platte River Insurance Company

Bond Number: 41330989

Date: August 10, 2015

Amount: \$9,980.00

Submitted by: Cynthia Erb & Associates, LLC

All deposit permits are on file with the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED:

1. That said subdivision, together with the provisions for its design and improvement, is DETERMINED to be consistent with the County's general and specific plans.
2. That said Parcel Map is APPROVED and this Board does hereby REJECT on behalf of the public any streets, paths, or easements shown thereon as dedicated to public use.
3. That said subdivision agreement is also APPROVED.

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

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

ATTESTED: August 25, 2015

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

By: , Deputy

cc: Engineering Services Originator: C. Tom, Engineering Services, J. A. B. LaRocque, W. Lai, Engineering Services Division Manager, Design/Construction, DCD-Current Planning, S. Muraoka, T - 2-15-17

SUBDIVISION AGREEMENT
(Gov. Code, §§ 66462 and 66463)

Subdivision: MS14-0004
Subdivider: CYNTHIA ERB & ASSOCIATES, LLC

Effective Date: _____
Completion Period: Two (2) years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY

Julia R. Bueren, Public Works Director

By: _____

SUBDIVIDER

CYNTHIA ERB & ASSOCIATES, LLC



Print Name Cynthia Erb

Print Title Principal

RECOMMENDED FOR APPROVAL:

By: _____
Engineering Services Division

Print Name: _____

Print Title: _____

FORM APPROVED: Silvano B. Marchesi, County Counsel

[Note: If Subdivider is a corporation, two officers must sign. 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. (Corp. Code, § 313; Civ. Code, § 1190.) If Subdivider is a limited liability company, Subdivider shall sign in the manner required of corporations, or by two managers, or by one manager, pursuant to the articles of organization (see Corp. Code, §§ 17151, 17154, 17157.) If Subdivider is a partnership, any authorized partner may sign. Signatures by Subdivider must be notarized.]

1. PARTIES & DATE. Effective on the above date, the County of Contra Costa, California (hereinafter "County"), and the above-mentioned Subdivider mutually promise and agree as follows concerning this Subdivision:

2. IMPROVEMENTS. Subdivider agrees to install certain road improvements (both public and private), drainage improvements, signs, street lights, fire hydrants, landscaping and such other improvements (including appurtenant equipment) as required in the improvement plans for this Subdivision as reviewed and on file with the Contra Costa County Public Works Department, as required by the Conditions of Approval for this Subdivision, and in conformance with the Contra Costa County Ordinance Code, including future amendments thereto (hereinafter "Ordinance Code").

Subdivider shall complete said improvements (hereinafter "Work") within the above completion period from date hereof, as required by the California Subdivision Map Act (Gov. Code, §§ 66410 et. seq.) in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the Ordinance Code and rulings made thereunder; and where there is a conflict among the improvement plans, the Conditions of Approval and the Ordinance Code, the stricter requirements shall govern.

3. IMPROVEMENTS SECURITY. Upon executing this Agreement, the Subdivider shall, pursuant to Gov. Code § 66499 and the County Ordinance Code, provide as security to the County:

A. For Performance and Guarantee: \$ 1,000.00 cash, plus additional security, in the amount of \$ 36,000.00, which together total one hundred percent (100%) of the estimated cost of the Work. Such additional security is presented in the form of:

☒ Cash, certified check or cashier's check.
☐ Acceptable corporate surety bond.
☐ Acceptable irrevocable letter of credit.

With this security, Subdivider guarantees performance under this Agreement and maintenance of the Work for one year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

B. For Payment: Security in the amount: \$ 18,500.00, which is fifty percent (50%) of the estimated cost of the Work. Such security is presented in the form of:

☒ Cash, certified check, or cashier's check
☐ Acceptable corporate surety bond.
☐ Acceptable irrevocable letter of credit.

With this security, Subdivider guarantees payment to the contractor, to its subcontractors and to persons renting equipment or furnishing labor or materials to them or to the Subdivider.

Upon acceptance of the Work as complete by the Board of Supervisors and upon request of Subdivider, the amounts held as security may be reduced in accordance with Sections 94-4.406 and 94-4.408 of the Ordinance Code.

4. GUARANTEE AND WARRANTY OF WORK. Subdivider guarantees that the Work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete in accordance with Article 96-4.6, "Acceptance," of the Ordinance Code. Subdivider agrees to correct, repair, or replace, at Subdivider's expense, any defects in said Work.

The guarantee period does not apply to road improvements for private roads that are not to be accepted into the County road system.

5. PLANT ESTABLISHMENT WORK. Subdivider agrees to perform plant establishment work for landscaping installed under this Agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control and other work determined by the Public Works Department to be necessary to ensure establishment of plants. Said plant establishment work shall be performed for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete.

6. IMPROVEMENT PLAN WARRANTY. Subdivider warrants the improvement plans for the Work are adequate to accomplish the Work as promised in Section 2 and as required by the Conditions of Approval for the Subdivision. If, at any time before the Board of Supervisors accepts the Work as complete or during the one year guarantee period, said improvement plans prove to be inadequate in any respect, Subdivider shall make whatever changes are necessary to accomplish the Work as promised.

7. NO WAIVER BY COUNTY. Inspection of the Work and/or materials, or approval of the Work and/or materials or statement by any officer, agent or employee of the County indicating the Work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said Work and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the Subdivider of its obligation to fulfill this Agreement as prescribed; nor shall the County be thereby stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. INDEMNITY. Subdivider shall defend, hold harmless and indemnify the indemnitees from the liabilities as defined in this section:

A. The indemnitees benefitted and protected by this promise are the County and its special districts, elective and appointive boards, commissions, officers, agents and employees.

B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before County reviewed said improvement plans or accepted the Work as complete, and including the defense of any suit(s), action(s), or other proceeding(s) concerning said liabilities and claims.

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to Subdivider, contractor, subcontractor, or any officer, agent, or employee of one or more of them.

D. Non-Conditions. The promise and agreement in this section are not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s) or specification(s) in connection with this Work or Subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.

9. COSTS. Subdivider shall pay, when due, all the costs of the Work, including but not limited to the costs of relocations of existing utilities required thereby; inspections; material checks and tests; and other costs incurred by County staff arising from or related to the Work, and prior to acceptance of the Work as complete or expiration of any applicable warranty periods, whichever is later.

10. SURVEYS. Subdivider shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the County Road Commissioner-Surveyor before acceptance of the Work as complete by the Board of Supervisors.

11. NON-PERFORMANCE AND COSTS. If Subdivider fails to complete the Work within the time specified in this Agreement, and subsequent extensions, or fails to maintain the Work, County may proceed to complete and/or maintain the Work by contract or otherwise and Subdivider agrees to pay all costs and charges incurred by County (including, but not limited to, engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

Once action is taken by County to complete or maintain the Work, Subdivider agrees to pay all costs incurred by County, even if Subdivider subsequently completes the Work.

Should County sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the Work, Subdivider agrees to pay all attorney's fees, staff costs and all other expenses of litigation incurred by County in connection therewith, even if Subdivider subsequently proceeds to complete the Work.

12. INCORPORATION/ANNEXATION. If, before the Board of Supervisors accepts the Work as complete, the Subdivision is included in territory incorporated as a city or is annexed to an existing city, except as provided in this paragraph, County's rights under this Agreement and/or any deposit, bond, or letter of credit securing said rights shall be transferred to the new or annexing city. Such city shall have all the rights of a third party beneficiary against Subdivider, who shall fulfill all the terms of this Agreement as though Subdivider had contracted with the city originally. The provisions of paragraph 8 (Indemnity) shall continue to apply in favor of the indemnitees listed in paragraph 8.A. upon any such incorporation or annexation.

13. RECORD MAP. In consideration hereof, County shall allow Subdivider to file and record the final map or parcel map for said Subdivision.

14. RIGHT OF ENTRY. Subdivider hereby consents to entry onto the Subdivision property, and onto any other property over which Subdivider has land rights and upon which any portion of the Work is to be installed pursuant to the improvement plans, by County and its forces, including contractors, for the purpose of inspection, and, in the event of non-performance of this Agreement by Subdivider, completion and/or maintenance of the Work.

CALIFORNIA ALL-PURPOSE 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 24th 2015, before me, M.M. OSORIO, a Notary Public,
Date Name of Notary

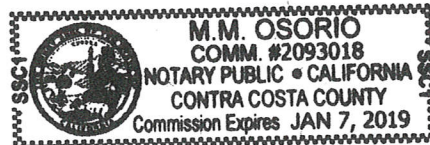
personally appeared Cynthia Erb, who
Name of signor(s)

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

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

WITNESS my hand and official seal.

Signature: [Signature] (Seal)



CALIFORNIA JURAT

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

Subscribed and sworn to (or affirmed) before me on the 24th day of July, 2015
by Cynthia Erb, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.



Signature:



Seal

Title of Document: Subdivision Agreement

Total Number of Pages including Attachment: 3

Notary Commission Expiration Date: **JAN 7, 2019**

Notary Commission Number: **COMM. #2093018**



State of California
Secretary of State

L

88

DCX

STATEMENT OF INFORMATION
(Limited Liability Company)

Filing Fee \$20.00. If this is an amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
Secretary of State
State of California
FEB 12 2015

2/12/2015 PC

This Space For Filing Use Only

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER 200708210186

3. STATE OR PLACE OF ORGANIZATION (If formed outside of California)

No Change Statement

4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of Information has been previously filed, this form must be completed in its entirety.
- ☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

5. STREET ADDRESS OF PRINCIPAL OFFICE	CITY	STATE	ZIP CODE
3201 Danville Blvd., Suite 210	Alamo, CA		94507
6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5	CITY	STATE	ZIP CODE
7. STREET ADDRESS OF CALIFORNIA OFFICE	CITY	STATE	ZIP CODE
3201 Danville Blvd., Suite 210	Alamo	CA	94507

Name and Complete Address of the Chief Executive Officer, If Any

8. NAME	ADDRESS	CITY	STATE	ZIP CODE
---------	---------	------	-------	----------

Name and Complete Address of Any Manager or Managers, or If None Have Been Appointed or Elected, Provide the Name and Address of Each Member (Attach additional pages, if necessary.)

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
Cynthia Erb	17 St. Andrews Place	Alamo, CA		94507
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS
Gregory L. McCoy

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
279 Front Street	Danville	CA	94526

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY
Architectural, interior, and landscape design and planning

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

2-4-2015

A. Amanda Beck

Attorney

DATE

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

TITLE

SIGNATURE

Subdivision: MS14-0004

Bond No.: 41326739

Premium: \$760.00

Any claim under this Bond should be sent
to the following address:

Platte River Insurance Company
2121 North California Blvd Suite 300
Walnut Creek, CA 94596-3572

**IMPROVEMENT SECURITY BOND
FOR SUBDIVISION AGREEMENT**
(Performance, Guarantee and Payment)
(Gov. Code, §§ 66499-66499.10)

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision 14-0004 as specified in the Subdivision Agreement, and to complete said work within the time specified for completion in the Subdivision Agreement, all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said subdivision. Under the terms of the Subdivision Agreement, Principal is required to furnish a bond to secure the faithful performance of the Subdivision Agreement and payment to laborers and materialmen.

2. **OBLIGATION.** CYNTHIA ERB & ASSOCIATES, LLC, as Principal,
and Platte River Insurance Company, a corporation organized and existing
under the laws of the State of CALIFORNIA and authorized to transact surety business in California, as Surety, hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns to the County of Contra Costa, California to pay it:

(A. Performance and Guarantee) NINETEEN THOUSAND AND NO CENTS Dollars
(\$ 19,000.00) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) TEN THOUSAND AND NO CENTS Dollars
(\$ 10,000.00) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the
State of California.

3. **CONDITION.** This obligation is subject to the following condition.

A. The condition of this obligation as to Section 2.(A) above is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of Contra Costa (or city assignee), its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, here shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, and to be taxed as costs and included in any judgment rendered.

B. The condition of this obligation, as to Section 2.(B) above, is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Subdivision Agreement and referred to in the aforesaid Civil Code for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, and that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

C. No change, extension of time, alteration, or addition to the terms of said Subdivision Agreement or the work to be performed thereunder or any plan or specifications of said work, agreed to by the Principal and the County of Contra Costa (or city assignee) shall relieve any Surety from liability on this bond; and consent is hereby given to make such change, extension of time, alteration or addition without further notice to or consent by Surety; and Surety hereby waives the provisions of Civil Code Section 2819 and holds itself bound without regard to and independently of any action against the Principal whenever taken.

SIGNED AND SEALED on June 19, 2015.

Principal: Cynthia Erb & Associates LLC
Address: 3201 Danville Blvd Suite 210
Alamo, CA 94507 Zip: 94507

By: 

Print Name: Cynthia Erb
Title: Principal

Surety: Platte River Insurance Company
Address: 2121 North California Blvd Suite 300
Walnut Creek, CA Zip: 94596-3572

By: 

Print Name: Jason Jenkins
Title: Attorney-In-Fact

[Note: All signatures must be acknowledged. For corporations, two officers must sign. The first signature must be that of the chairman of the board, president, or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civ. Code, § 1190 and Corps. Code, § 313.)]

Form Approved by County Counsel
[Rev. 1/06]

ACKNOWLEDGMENT

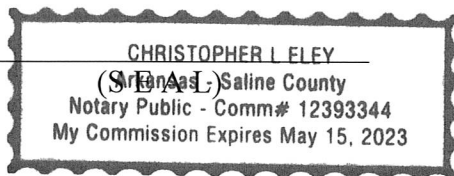
STATE OF ARKANSAS)
)ss.
COUNTY OF SALINE)

BE IT REMEMBERED, on this day, personally appeared before me,
Jason Jenkins, known to me to be the person whose name is subscribed to
the foregoing as attorney-in-fact, and acknowledged that he executed the same for the
purposes therein contained.

WITNESS my hand and official seal this 19 day of June, 2015.

Christopher I Eley
Notary Public

My Commission Expires: May 15, 2023



PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41326739

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

CHRIS ELEY; CHRISTINA L. HAWKINS; JASON JENKINS

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

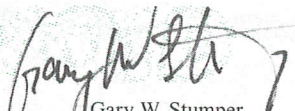
"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.


IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of February, 2015.

Attest:


Gary W. Stumper
President
Surety & Fidelity Operations

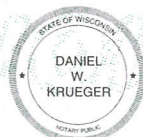


PLATTE RIVER INSURANCE COMPANY



Stephen J. Stills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 8th day of February, 2015 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

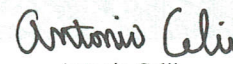

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 19 day of June, 2015.




Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR-POA (Rev. 02-2015)

BOND RIDER

ATTACHED TO AND FORMING A PART OF:

Bond No.: 41326739

Principal: Cynthia Erb & Associates, LLC

Obligee: County of Contra Costa, California

Surety: Platte River Insurance Company

Effective 7/22/2015

, it is agreed that:

This Bond shall have the following increases:

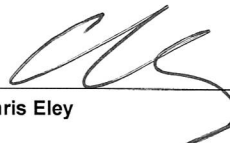
Section 2.A. Performance and Guarantee whereas said Principal has requested that this bond be increased from Nineteen Thousand and No Cents (\$19,000) to Thirty Six Thousand and No Cents (\$36,000)

Section 2.B. Payment whereas said Principal has requested this bond be increased from Ten Thousand and no cents (\$10,000) to Eighteen Thousand Five Hundred (\$18,500)

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or warranties of the above mentioned bond, other than stated as above. Provided, however, that the liability of the company under the attached bond as changed by this order shall not be cumulative.

Signed this 22nd day of July, 2015

Surety: Platte River Insurance Company


Chris Eley Attorney-in-Fact

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41330925

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----CHRIS ELEY; JASON JENKINS-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN ANAMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

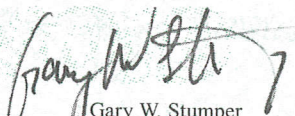
"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

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IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of February, 2015.

Attest:


Gary W. Stumper
President
Surety & Fidelity Operations

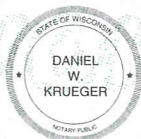


PLATTE RIVER INSURANCE COMPANY



Stephen J. Stills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE }

On the 8th day of February, 2015 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

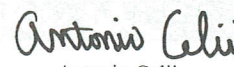

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE }

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 22 day of July, 2015.




Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR-POA (Rev. 02-2015)

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

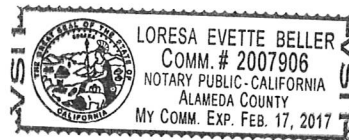
On June 22, 2015 before me, LORESA EVETTE BELLER
(insert name and title of the officer)

personally appeared Cynthia Erb
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 Loresa E. Beller (Seal)



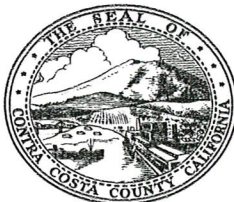
Tax Collector's Office
625 Court Street
Finance Building, Room 100
P. O. Box 631
Martinez, California 94553-0063
(925) 957-5280
(925) 957-2898 (FAX)

Contra Costa County

Russell V. Watts
County Treasurer-Tax Collector

Brice B. Bins
Chief Deputy Treasurer-Tax Collector

Corrie Gideon
Tax Operations Supervisor



Date: 8/4/2015

IF THIS TRACT IS NOT FILED PRIOR TO THE DATE TAXES ARE OPEN FOR COLLECTION (R&T CODE 2608) **THIS LETTER IS VOID.**

This will certify that I have examined the map of the proposed subdivision entitled:

<u>Tract / MS #</u>	<u>City</u>	<u>T.R.A.</u>
14-004	ALAMO	66009
Parcel #:	198-100-003-5	

and have determined from the official tax records that there are no unpaid County taxes heretofore levied on the property included in the map.

The 2014-2015 tax lien has been paid in full. Our estimate of the 2015-2016 tax lien, which became a lien on the first day of January, 2015 is **\$9,980.00**

This tract is subject to a 1915 Act Bond. If subject to a 1915 Act Bond, the original principal to calculate a segregation is

The amount calculated is **void** 45 days from the date of this letter, unless this letter is accompanied with security approved by the Contra Costa County Tax Collector
Subdivision bond must be presented to the County Tax Collector for review and approval of adequacy of security prior to filing with the Clerk of the Board of Supervisors.

RUSSELL V. WATTS,
Treasurer-Tax Collector

By:

SUBDIVISION TAX BOND

EXECUTED PURSUANT TO REQUIREMENT FOR SECURITY UNDER THE
CALIFORNIA LAW RELATING TO SUBDIVISIONS

Know All Men by These Presents:

That we, Cynthia Erb & Associates LLC, as principal,
and Platte River Insurance Company, a corporation, duly organized and
doing business under and by virtue of the laws of the State of California, and duly licensed for the purpose of
making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the
State of California, as Surety, are held and firmly bound unto the County of Contra Costa in the sum of
Nine Thousand Nine Hundred Eighty and 00/100 Dollars (\$9,980) lawful money of the United States of
America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executor, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT,

WHEREAS, the owner (s) of a division of land representing a certain subdivision of real estate, to wit:
198-100-003-5 map intend (s) to file a map thereof with the Recorder of Contra Costa County; and

WHEREAS, there are no liens against the subdivision or any part thereof for unpaid state, county,
municipal or other local taxes or assessments collected as taxes except taxes or assessment not yet payable; and

WHEREAS, the provisions of the Government Code of the State of California require that this bond be
filed with the Clerk of the Board of Supervisors of Contra Costa County prior to recordation of the tract/parcel map;

NOW, THEREFORE, if the above-bounden principal shall pay when due all taxes and assessments, which at
the time of filing said map, are a lien against the subdivision, or any part thereof, but not yet payable then this
obligation shall be null and void; otherwise to remain in full force and effect.

The obligation of the surety hereunder shall arise immediately upon the failure of the above-bounden
principal to pay when due to the County of Contra Costa the aforesaid taxes and assessments and shall remain in full
force and effect until said taxes and assessments, including any supplemental assessments, are paid in full including
any penalties incurred. In respect to such obligation the surety waives the benefit of the provisions of Section 2845
of the Civil Code of California.

If legal action is required to recover under this bond, the protection afforded by it shall cover the payment
of reasonable attorney fees.

Signed and sealed this bond, the protection afforded by it shall cover the payment of reasonable attorney fees.

Signed and sealed this 10 day of August, 2015

BOND NUMBER 41330989

Premium: \$299.00

This must be acknowledged
before a Notary Public

Principal: Cynthia Erb & Associates LLC

By [Signature]

Title Principal

Address 3201 Danville Blvd. Alamo CA 94507

Telephone No. 925-431-8030

Platte River Insurance Company

Surety

2121 North California Blvd., Suite 300; Walnut, CA 9459-3572

Address of Surety

By [Signature]

Jason Jenkins - Attorney-In-Fact

Title

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 Contra Costa }

On 8-11-2015 before me, Lorena Evette Beller, Notary Public,
(Here insert name and title of the officer)

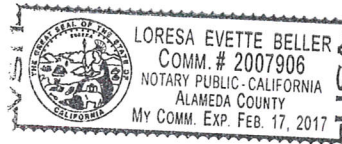
personally appeared Cynthia C Erb,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

Lorena E. Beller
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Tax Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date 8-11-2015

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(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.

ACKNOWLEDGMENT

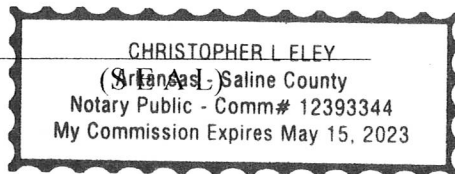
STATE OF ARKANSAS)
)ss.
COUNTY OF Saline)

BE IT REMEMBERED, on this day, personally appeared before me,
Jason Jenkins, known to me to be the person whose name is subscribed to
the foregoing as attorney-in-fact, and acknowledged that he executed the same for the
purposes therein contained.

WITNESS my hand and official seal this 10 day of August, 2015.

Christopher L Eley
Notary Public

My Commission Expires: May 15, 2023



PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41330989

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

CHRIS ELEY; JASON JENKINS

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN ANAMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

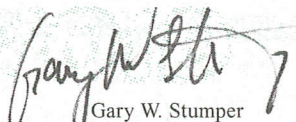
"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.


IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of February, 2015.

Attest:


Gary W. Stumper
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY


Stephen J. Stills
CEO & President


STATE OF WISCONSIN } S.S.:
COUNTY OF DANE }

On the 8th day of February, 2015 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE }



CERTIFICATE


Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 10 day of August, 2015.

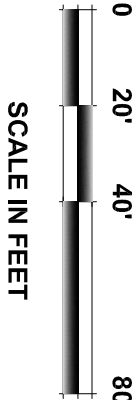
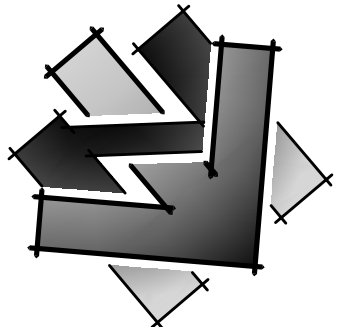



Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR-POA (Rev. 02-2015)

LEGEND:
● FOUND DISK IN STANDARD STREET MONUMENT WELL
○ SET 3/4" IRON PIPE WITH ORANGE PLUG STAMPED LS 7616
EST. ESTABLISHED
IMP. IMPROVEMENT
P.O.B. POINT OF BEGINNING
N.W.L. NORTHWESTERLY
C.L. CENTER LINE
OR MAPS OF CONTRA COSTA COUNTY
SFN SEARCHED, FOUND NOTHING
(1) RECORD PER SUBDIVISION 5153 (229 MAPS 38)
(2) RECORD PER TRACT 2011 (53 MAPS 34)
(3) RECORD PER SERIES #95-19963 CONTRA COSTA COUNTY
(4) RECORD PER BOOK 2365 OFFICIAL RECORDS PAGE 496
(T) TOTAL
(T) CONTRA COSTA COUNTY RECORDER'S SERIES NUMBER
--- RESTRICTED DEVELOPMENT AREA

BASIS OF BEARINGS:
THE BASIS OF BEARINGS FOR THIS SURVEY IS N49°41'50"E, ESTABLISHED BETWEEN THE TWO FOUND MONUMENTS IN HEMME AVENUE AS SHOWN ON SUBDIVISION 5153 FILED IN BOOK 229 AT PAGE 38 OF MAPS

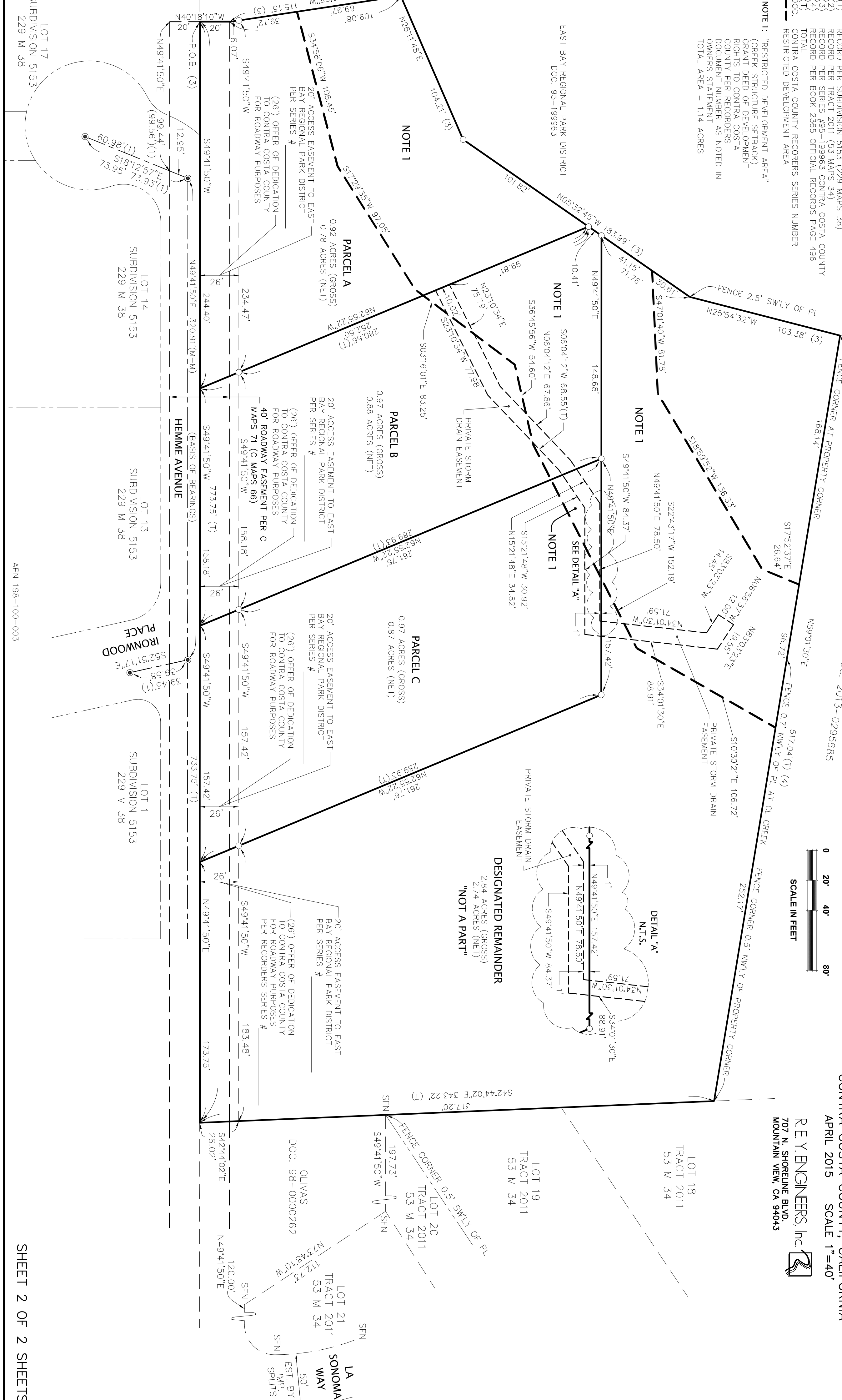


"PORTION OF LOT 7 & 8, AS SHOWN ON THE MAP
OF HEMME SUBDIVISION, FILED MARCH 4, 1895 IN BOOK "C"
OF MAPS, PAGE 66 CONTRA COSTA COUNTY RECORDS
CONTRA COSTA COUNTY, CALIFORNIA
APRIL 2015 SCALE 1"=40'

R. E. Y. ENGINEERS, Inc.
707 N. SHORELINE BLVD.
MOUNTAIN VIEW, CA 94043



NOTE 1: "RESTRICTED DEVELOPMENT AREA"
(GREEK STRUCTURE SETBACK)
GRANT DEED OF DEVELOPMENT
RIGHTS TO CONTRA COSTA
COUNTY PER RECORDERS
DOCUMENT NUMBER AS NOTED IN
OWNERS STATEMENT
TOTAL AREA = 1.14 ACRES



APN 198-100-003

OWNERS STATEMENT:

THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, BEING A PORTION OF THE PROPERTY DESCRIBED IN THE GRANT DEED RECORDED APRIL 8, 1992 IN BOOK 17391, PAGE 238, OFFICIAL RECORDS (SERIES # 92-85012) DOES HEREBY CONSENT TO THE PREPARATION AND RECORRATION OF THE SAME.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: THE AREA DESIGNATED AS "OFFER OF DEDICATION TO CONTRA COSTA COUNTY FOR ROADWAY PURPOSES"

THE AREA DESIGNATED AS "RESTRICTED DEVELOPMENT AREA (GREEK STRUCTURE SETBACK)" AS SHOWN ON THIS MAP IS AN AREA THAT NO CONSTRUCTION, DEVELOPMENT OR IMPROVEMENTS MAY ENCOMPASS WITHOUT THE CONSENT OF THE COUNTY OF CONTRA COSTA ITS SUCCESSORS OR ASSIGNEE. DEVELOPMENT RIGHTS ARE GRANTED TO THE COUNTY OF CONTRA COSTA CONCURRENTLY WITH THE FLING OF THIS MAP. DOCUMENT NUMBER _____

THE AREA DESIGNATED "PRIVATE STORM DRAIN EASEMENT" (PSDE) IS NOT DEDICATED TO THE GENERAL PUBLIC BUT IS RESERVED FOR THE PURPOSE OF STORM DRAIN AND WATER QUALITY USE AND ANY AND ALL IMPROVEMENTS AND APPURTENANCES INSTALLED, INCLUDING THE CONSTRUCTION, ACCESS, AND MAINTENANCE FOR THESE IMPROVEMENTS AND APPURTENANCES. SAID EASEMENT IS FOR THE BENEFIT OF AND MAINTAINED BY THE OWNERS OF PARCELS A, B, & C.

THIS MAP SHOWS ALL THE EASEMENTS ON THE PREMISES, OR OF RECORD.

THE PRESBYTERY OF SAN FRANCISCO,
A CALIFORNIA CORPORATION

BY: _____

NAME: _____

ITS: AUTHORIZED OFFICER

OWNERS 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 } :SS

ON _____, BEFORE ME, _____,
NOTARY PUBLIC IN AND FOR COUNTY _____ AND STATE _____, 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 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:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

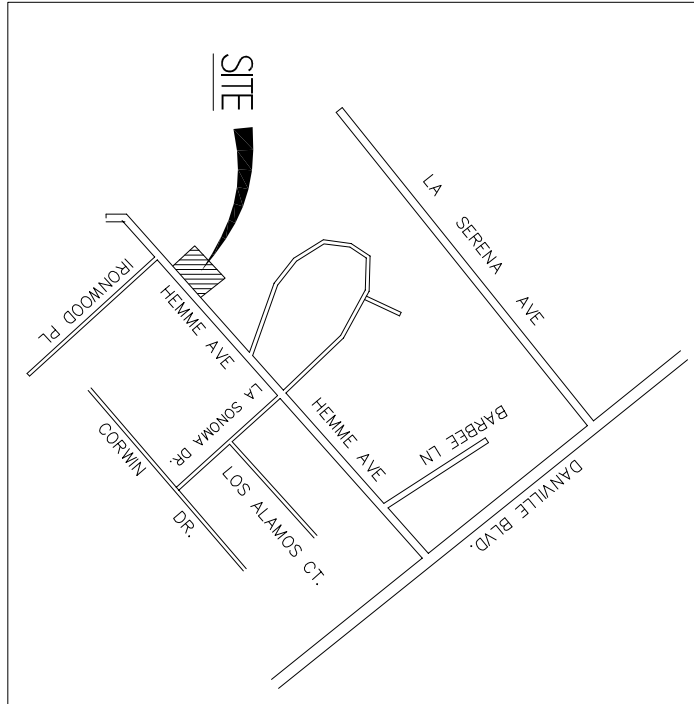
MY COMMISSION NO.: _____

MY COMMISSION EXPIRES: _____

SURVEYORS STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PRESBYTERY OF SAN FRANCISCO, A CALIFORNIA CORPORATION. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MICHAEL SHOUP L.S. 7616 DATE: _____



VICINITY MAP
NOT TO SCALE

PARCEL MAP
SUBDIVISION MS 14-0004
"PORTION OF LOT 7 & 8, AS SHOWN ON THE MAP
OF HEMME SUBDIVISION, FILED MARCH 4, 1895 IN BOOK "C"
OF MAPS, PAGE 66 CONTRA COSTA COUNTY RECORDS
CONTRA COSTA COUNTY, CALIFORNIA
APRIL 2015

R.E.Y. ENGINEERS, Inc.
707 N. SHORELINE BLVD.
MOUNTAIN VIEW, CA 94043



COUNTY SURVEYORS STATEMENT:

THIS MAP WAS EXAMINED BY ME AND IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

JAMES A. STEIN L.S. 6571
COUNTY SURVEYOR
COUNTY OF CONTRA COSTA, CALIFORNIA

DATE: _____

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

} :SS

I, DAVID TWA, CLERK OF THE BOARD SUPERVISORS AND COUNTY ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING MAP ENTITLED "PARCEL MAP SUBDIVISION MS 14-0004" WAS PRESENTED TO THE BOARD OF SUPERVISORS, AS APPROVED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 201____, AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING, APPROVED SAID MAP AND DID REFLECT ON BEHALF OF THE PUBLIC, ALL OF THE STREETS, ROADS, AVENUES AND EASEMENTS SHOWN HEREON AS DEDICATED TO PUBLIC USE.

I FURTHER CERTIFY THAT ALL TAX LIENS HAVE BEEN SATISFIED AND THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, AND FILED IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 201____.

DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR OF CONTRA COSTA COUNTY

BY: _____
DEPUTY CLERK

COUNTY RECORDER'S STATEMENT:

THIS MAP, ENTITLED "PARCEL MAP SUBDIVISION MS 14-0004", IS HEREBY ACCEPTED FOR RECORDDATION, SHOWING A CLEAR TITLE AS PER LETTER OF THE TITLE WRITTEN BY NORTH AMERICAN TITLE COMPANY, DATED THE _____ DAY OF _____, 201____, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLEES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAW AND LOCAL ORDINANCES GOVERNOING THE FLING OF SUBDIVISION MAPS.

RECORDED AT THE REQUEST OF NORTH AMERICAN TITLE COMPANY AT _____ A.M./P.M. ON THE _____ DAY OF _____, 201____, IN BOOK _____ OF PARCEL MAPS, AT PAGE _____ IN _____ IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

JOSEPH E. CANGAMILLA
COUNTY RECORDER
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER



**Contra
Costa
County**

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: August 25, 2015

Subject: Contra Costa Airports--Authorization to Negotiate Ground Lease and Development Terms for 0.86 Acres of County-Owned Land at the Buchanan Field Airport

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 0.86 acres of land on the northwest side of the Buchanan Field Airport, Pacheco Area.

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 0.86 acres of land owned by the County and at the northerly end of Sally Ride Drive as shown on the attached map. The parcel is proximate to the Buchanan Field runways and is designated for aviation use on the Buchanan Field Master Plan. The parcel is under the jurisdiction of the Buchanan Field Airport and entirely within the unincorporated County.

On July 21, 2015, the Contra Costa County Public Works – Airports Division received a letter from a private

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Beth Lee, (925)
681-4200

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

party expressing an interest in developing an aviation use on the approximately 0.86 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 to solicit other competitive interest in the property. The development solicitation letter provided a response deadline of August 10, 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 0.86 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.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

ATTACHMENTS

0.86 Acre Site Map



Contra
Costa
County

To: Contra Costa County Flood Control District Board of Supervisors

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

Date: August 25, 2015

Subject: Adopt Resolution Approving an Application for CA Natural Resources Agency Grant for the Three Creeks Parkway Project. Project No. 7562-6D8490

RECOMMENDATION(S):

ADOPT Resolution No. 2015/310 approving an application to the California Natural Resources Agency to obtain a grant for the Three Creeks Parkway Project under the California River Parkways Act of 2004, Brentwood area.

FISCAL IMPACT:

The total project amount is estimated at \$4.5 million. The California Natural Resources Agency grant request is for \$500,000. American Rivers is providing \$1 million, and the California Department of Water Resources Urban Stream grant is providing \$744,000. The Contra Costa County Flood Control and Water Conservation District (FC District) will provide funding of approximately \$2,250,000 of Flood Control Zone 1 and DA 130 funds toward the project.

BACKGROUND:

The state's River Parkways Act of 2004 created a grant program with an emphasis on acquisition, restoration, protection, and the development of river parkways. American Rivers is ready to move forward with a project to widen and enhance habitat values at this reach of Marsh Creek. The primary partners in this project are the City of Brentwood, American Rivers, Friends

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Tim Jensen, (925)
313-2390

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

By: , Deputy

cc: S. Kowalewski, Deputy Chief Engineer, M. Carlson, Flood Control, P. Detjens, Flood Control, T. Jensen, Flood Control, C. Roner, Flood Control, C. Windham, Flood Control

BACKGROUND: (CONT'D)

of Marsh Creek Watershed, and the FC District.

The FC District and American Rivers' vision is closely aligned with that of the state's grant program. The project is envisioned to widen the east side of Marsh Creek by 35 to 65 feet and install new riparian vegetation along 2800 linear feet from the Union Pacific Railroad to the Dainty Avenue Bridge. Current flood protection standards will be met to bring the 1960's channel design up to current standards. In addition, the new development will provide a 3.25 acre linear park adjacent to the widened Marsh Creek that will incorporate East Bay Regional Park District's Marsh Creek Regional Trail.

The FC District owns and manages Marsh Creek, which was channelized by the USDA Soil Conservation Service in the 1960s. American Rivers will serve as the project and fiscal lead, and the FC District will be the public agency cosponsor, as required by the grant.

CONSEQUENCE OF NEGATIVE ACTION:

Without the Board of Supervisors' approval, the FC District will not be able to apply to the state for the River Parkways grant and the project would not receive funding from this program.

ATTACHMENTS

Resolution No. 2015/310

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

Adopted this Resolution on 08/25/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2015/310

In The Matter Of: Adopt Resolution approving the application to the California Natural Resources Agency to obtain California River Parkways grant funds under the California River Parkways Act of 2004, Brentwood area. (11% California River Parkways Funds, 22% American Rivers Funds, 17% other state grant funds, and 50% Flood Control and Water Conservation District Funds)

WHEREAS, the Contra Costa County Flood Control and Water Conservation District (FC District) owns and manages Marsh Creek; and,

WHEREAS, American Rivers has worked with community groups to explore opportunities for restoration and enhancements to Marsh Creek, has come to an agreement with the City of Brentwood and adjacent developer on a site, and has secured a \$1 million contribution toward the project; and,

WHEREAS, this grant will seek funding for Marsh Creek enhancements at the Three Creeks Parkway Project in Brentwood. The primary partners in this grant would be the City of Brentwood, American Rivers, Friends of Marsh Creek Watershed, and the FC District; and,

WHEREAS, the FC District and its partners' vision is closely aligned with that of the state's grant program; and,

WHEREAS, the legislature and Governor of the state of California have provided funds for the program shown above; and,

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and,

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the applicant's governing board before submission of said application(s) to the state; and,

WHEREAS, the FC District, if selected, will enter into an agreement with the state of California to carry out the project.

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors, as the Governing Board of the FC District:

1. Approves the filing of a grant application for the Three Creeks Parkway Project; and,
2. Certifies that the FC District understands the assurances and certification in the application; and,
3. Certifies that the FC District or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements or will secure the resources to do so; and,
4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and,
5. Certifies that the project will comply with any laws and regulations, including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, and disabled access laws and that prior to commencement of construction, all applicable permits will have been obtained; and,
6. Certifies that applicant will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and,
7. Appoints the Chief Engineer, Flood Control and Water Conservation District, or designee, as agent to conduct all negotiations, execute and submit all documents, including, but not limited to, applications, agreements, payment requests, and so on, which may be necessary for the completion of the aforementioned project.

I hereby certify that this 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: Tim Jensen, (925) 313-2390

ATTESTED: August 25, 2015

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

By: , Deputy

cc: S. Kowalewski, Deputy Chief Engineer, M. Carlson, Flood Control, P. Detjens, Flood Control, T. Jensen, Flood Control, C. Roner, Flood Control, C. Windham, Flood Control



Contra Costa County

To: Board of Supervisors
 From: David Twa, County Administrator
 Date: August 25, 2015

Subject: claims

RECOMMENDATION(S):

DENY claims filed by Kimo Barham by and through his Guardian ad Litem, Saylean Barham, Yolanda Dozier, A.W. by and through her Guardian ad Litem, Nicole Brown, Wendy Kochersperger (2), Jeff Loubet, Evan Luc Plihon, a minor, by and through his Guardian ad Litem, Dorianne Plihon, Christopher Alcantar and his heirs Monica Alcantar Ramirez, Alfonso Gonzalez Espinosa, Johnathan Perez and Edgar Rafael Gonzalez and DENY Application to File Late Claim Claimant for Lee Reisch.

FISCAL IMPACT:

No Fiscal Impact.

BACKGROUND:

*

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Joellen Balbas
925-335-1906

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 25, 2015

Subject: ACCEPT Board Members meeting reports for July 2015

RECOMMENDATION(S):

ACCEPT Board members meeting reports for July 2015.

FISCAL IMPACT:

None.

BACKGROUND:

Government Code section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging ex cetera). The attached reports were submitted by the Board of Supervisors members in satisfaction of this requirement. District V had no activity for the month of April 2015. Supervisor Glover has nothing to report for the month of July.

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors will not be in compliance with Government Code 53232.3(d).

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☒ 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 25, 2015

Contact: Joellen Balbas
925.335.1906

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

By: , Deputy

cc:

ATTACHMENTS

District II July
Report

District I

District IV

District III

Supervisor Candace Andersen – Monthly Meeting Report *July 2015*

Date	Meeting	Location
1	Veteran of the Yr Event	Danville
2	TEP Adhoc	Walnut Creek
4	4 th of July parades	Danville/Orinda
6	Public Works Meeting	Martinez
6	First 5 Children & Families	Concord
7	Board of Supervisors	Martinez
8	CCCERA	Concord
8	LAFCO	Martinez
9	CCCTA O & S	Danville
9	Mental Health Commission	Concord
13	Meeting IHSS Reps	Danville
15	Elworthy Staging Area Ribboncutting	Danville
15	CCTA	Walnut Creek
16	CCCTA	Concord
16	TWIC	Martinez
16	SWAT	Lafayette
16	ABAG	Oakland
17	TEP Ad Hoc	Walnut Creek
17	CC Historical Society	Martinez
20	Family & Human Services	Martinez
20	TVTC	Danville
21	Board of Supervisors	Martinez
21	TRAFFIX	Danville
22	Alamo Rotary	Alamo
23	CCCERA	Concord
23	East Bay EDA	Walnut Creek
23	Wellness Challenge	Concord
25	Welcome Home event	Danville
27	SACRS Conference	Berkeley
28	Board of Supervisors	Martinez
28	SACRS Conference	Berkeley
29	SACRS Conference	Berkeley
30	CCCSWA	Walnut Creek

[illegible]

**Supervisor Karen Mitchoff
July 2015**

DATE	MEETING NAME	LOCATION	PURPOSE
7/1/2015	CCTA Planning Committee	Walnut Creek	Decisions on agenda items
7/2/2015	BAAQMD Mobile Source Committee	San Francisco	Regional Air Quality Issues
7/7/2015	Board of Supervisors Meeting Concord Chamber of Commerce	Martinez	Decisions on agenda items
7/8/2015	Installation Luncheon	Concord	Community Outreach
7/8/2015	Delta Diablo Sanitation District	Antioch	Decisions on agenda items
7/9/2015	TRANSPAC Meeting	Pleasant Hill	Decisions on agenda items
7/9/2015	Mayor's Conference	Clayton	Community Outreach
7/12/2015	CCEEB's Summer Issues Seminar	Olympic Valle Walnut	Regional Air Quality Issues
7/15/2015	CCTA Board Meeting	Creek	Decisions on agenda items
7/16/2015	ABAG Executive Board Meeting Pleasant Hill Chamber of Commerce's	Oakland	Decisions on agenda items
7/17/2015	Lunch w/Congressman DeSaulnier	Pleasant Hill	Community Outreach
7/21/2015	Board of Supervisors Meeting	Martinez	Decisions on agenda items
7/27/2015	Internal Operations Meeting	Martinez	Decisions on agenda items
7/28/2015	Board of Supervisors Meeting	Martinez	Decisions on agenda items
7/29/2015	BAAQMD Board Meeting	San Francisco	Regional Air Quality Issues
7/30/2015	CCCSWA Board Meeting	Walnut Creek	Decisions on agenda items

Supervisor Mary Nejedly Piepho - July 2015 AB1234 Report

(Government Code Section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc)).

Date	Meeting Name	Location	Purpose
7-Jul	Phone Meeting with District Attorney, Mark Peterson	Brentwood	Business Meeting
7-Jul	Board of Supervisors Meeting	Martinez	Business Meeting
8-Jul	Meeting with County Staff	Martinez	Business Meeting
8-Jul	Phone Interview with KQED	Martinez	Business Meeting
8-Jul	LAFCO Meeting	Martinez	Business Meeting
9-Jul	Meeting with East County Ag Stakeholders	Knightsen	Business Meeting
9-Jul	Retreat with District Staff	Brentwood	Business Meeting
9-Jul	Transplan Meeting	Antioch	Business Meeting
10-Jul	Funeral Service for Mary Garaventa	Concord	Community Outreach
16-Jul	Phone Meeting with Erik Vink, Delta Protection Commission	Brentwood	Business Meeting
16-Jul	Meeting with County Staff	Martinez	Business Meeting
16-Jul	Transportation, Water & Infrastructure Committee Meeting	Martinez	Business Meeting
16-Jul	Phone Meeting with Airport Advisory Committee member, Ron Reagan	Brentwood	Business Meeting
16-Jul	Meeting with BALT, Tom Bloomfield and Kathryn Lyddan	Brentwood	Business Meeting
16-Jul	Meeting with Kiper Development, John Kiper	Brentwood	Business Meeting
16-Jul	Delta Protection Commission Meeting	Oakley	Business Meeting
17-Jul	Committee on County Tax Collecting Procedures Meeting	Sacramento	Business Meeting
20-Jul	* Phone Meeting with Delta Stewardship Council Staff, Jessica Pearson	Brentwood	Business Meeting
20-Jul	Phone Meeting with Deputy District Attorney's Association, Paul Graves	Brentwood	Business Meeting
21-Jul	Board of Supervisors Meeting	Martinez	Business Meeting

21-Jul	Housing Authority Meeting	Martinez	Business Meeting
21-Jul	Contra Costa County Fire Protection District Meeting	Martinez	Business Meeting
23-Jul	* Delta Stewardship Council Meeting	West Sacramento	Business Meeting
24-Jul	* Delta Stewardship Council Meeting	West Sacramento	Business Meeting
25-Jul	Speaking Engagement for Three Creeks Project Ground Breaking	Brentwood	Community Outreach
28-Jul	Board of Supervisors Meeting	Martinez	Business Meeting
28-Jul	Meeting with County Staff	Martinez	Business Meeting

* Reimbursement may come from an agency other than Contra Costa County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: August 25, 2015



Contra
Costa
County

Subject: Resolution recognizing Falls Prevention Awareness Week Sept 21-27, 2015, in Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Lauri (925)
957-8860

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2015/305

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2015/305

recognizing September 21 - 27, 2015 as Falls Prevention Awareness Week in Contra Costa County.

Whereas, nearly 156,000 people, or 14 percent of Contra Costa County's 1,111,339 population are age 60 or older; and

Whereas, each year nationally, one in every three adults age 65 and older falls, and falls are the leading cause of injury death among seniors; every 35 minutes an older adult dies from a fall; and

Whereas, falls are the most common cause of nonfatal injuries and hospital admissions for trauma causing injuries such as hip fractures and head traumas, and fall-related injury is one of the 20 most expensive medical conditions; and

Whereas, according to a 2010 report, almost half (49.3%) of Contra Costa County's unintentional injury hospitalizations occurred among residents 65 years and older and over three-quarters (75.9%) of these hospitalizations were due to falls; and

WHEREAS, county residents 65 years and older had the highest unintentional injury hospitalizations in the county were due to falls, followed by motor vehicle traffic accidents (13.5%) and poisonings (7.5%); and

Whereas, falling, and the fear of falling can lead to depression, isolation, diminished mobility, and loss of functional independence; falls are a public health problem that is largely preventable; and

Whereas, concentrated efforts are being made in Contra Costa County by the Fall Prevention Coalition to reduce falls and fall related injuries by using multi-faceted interventions; and

Whereas, by Senate Concurrent Resolution, SCR 77 of May 28, 2008 declares the first week of Fall each year as Falls Prevention Awareness Week in California, and the Federal Safety of Seniors Act of 2007 calls for the expansion of public health programs, educational outreach, and research activities related to fall prevention.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby proclaim the week of **September September 21-27, 2015**, as **"FALLS PREVENTION AWARENESS WEEK"**, and calls upon our citizens and interested groups to observe the week with appropriate activities that promote awareness of fall prevention.

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 25, 2015

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors

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

Date: August 25, 2015

Subject: Rebate check presentation by Pacific, Gas and Electric for the LED light installation at the Contra Costa County Regional Medical Center

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Brian Balbas, (925)
313-2284

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.
2015/312

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2015/312

RECOGNIZING the County Public Works Department for their effort to improve overall facility efficiency by replacing 1,320 fluorescent lamps with LED lighting at the Contra Costa County Regional Medical Center and for receiving a rebate check from Pacific, Gas and Electric

WHEREAS the County Public Works Department worked with Pacific Gas and Electric Company (PG&E) and Grainger Lighting Distributor to replace 1,320 fluorescent lamps with LED lighting at the Contra Costa County Regional Medical Center in Martinez; and

WHEREAS placement of these energy efficient lights will improve overall facility efficiency by reduced energy usage and reducing maintenance costs as LED lighting last longer than standard fluorescent lighting; and

WHEREAS the LED lighting will have an annual energy savings of approximately 155,760 kWh or \$23,000 a year; and

WHEREAS the LED lighting will reduce carbon dioxide emissions, as compared to standard fluorescent lighting by over 30 tons; and

WHEREAS this reduction of greenhouse gas emission is equivalent to the annual amount for seven (7) single family homes or removing six (6) cars from the roadways; and

WHEREAS the total project cost for this sustainability project was \$39,000 and the rebate check to the County from PG&E is \$33,000; and

WHEREAS the County thanks all County staff, PG&E and Grainger Lighting Distributor for working collaboratively to make the County more efficient, reduce greenhouse gas emissions and encourage more sustainability efforts throughout the County; and

NOW, THEREFORE, BE IT RESOLVED that the County accepts this rebate check from PG&E for the Contra Costa County Regional Medical Center lamp conversion project and the County looks forward to continued sustainability efforts with all interested parties.

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 25, 2015

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: August 25, 2015

Subject: Resolution honoring Senator Steven M. Glazer as State Senator for the 7th Senate District

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Lauri (925)
957-8860

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2015/323

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2015/323

recognizing Steven M. Glazer as as the State Senator for the 7th Senate District.

Whereas, Steve is a lifelong environmental advocate, leading efforts that raised hundreds of millions of dollars to permanently protect open space in California and 25 other states, his environmental leadership has been recognized by the Trust for Public Land and Save the Bay; and

Whereas, as a former senior advisor to Governor Jerry Brown, Senator Glazer worked in the Governor's office to help return California to solid financial footing in the midst of the Great Recession; and

Whereas, Steve has also served as an appointed California Sate University (CSU) Trustee, working on limiting tuition increases and lowering administrative costs at CSU; and

Whereas, Steve and his wife Melba reside in Orinda where they have raised their two daughters.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor and congratulate **Senator Steven M. Glazier – Seventh Senate District**.

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 25, 2015

David J. Twa,

By: _____, Deputy



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 25, 2015

Subject: Adopt Ordinance No. 2015-20 to Separate the Office of the Public Administrator from the District Attorney's Office

RECOMMENDATION(S):

ADOPT Ordinance No. 2015-20 amending 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.

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.

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

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Enid Mendoza, (925)
335-1039

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

By: , Deputy

cc: Mark Peterson, District Attorney

BACKGROUND: (CONT'D)

>

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.

On August 18, 2015 the Board of Supervisors considered and approved the introduction of this ordinance, waived the reading and fixed August 25th for adoption.

Upon adoption of this Ordinance, 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; and
- 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; and
- 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.)

ORDINANCE NO. 2015-20

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: Karen Mitchoff, District IV Supervisor
Date: August 25, 2015

Subject: REAPPOINT James Giacomina to the Assessment Appeals Board District IV Seat

RECOMMENDATION(S):

REAPPOINT the following individual to the District IV seat on the Assessment Appeals Board to a term ending on September 3, 2018, as recommended by Supervisor Karen Mitchoff:

James Giacomina
1607 Yeoman Drive
Concord, CA 94521

FISCAL IMPACT:

None.

BACKGROUND:

Established May 29, 1973 by Ordinance 73-45, the Appeals Board is the Board of Equalization for the County, with the powers to equalize the valuation of the taxable property in the County for the purpose of taxation and review, equalization and adjust penal and escaped assessments on the roll.

CONSEQUENCE OF NEGATIVE ACTION:

Seat would become vacant.

CHILDREN'S IMPACT STATEMENT:

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Lisa Chow, (925)
521-7100

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: August 25, 2015

Subject: REAPPOINT Arthur Walenta to the District 1 seat of the Assessment Appeals Board

RECOMMENDATION(S):

Supervisor Gioia wishes to reappoint Arthur Walenta to the District 1 seat of the Assessment Appeals Board to a term ending on September 2, 2018.

FISCAL IMPACT:

1. Two hundred dollars (\$200) per one half day meeting, three hundred dollars (\$300) per full day meeting, and four hundred dollars (\$400) for any consecutive meeting days, per SD.2, 4/28/98. 2. As to applications which require one full day of hearing time, or the equivalent thereof, or more, twenty-five dollars (\$25) per hour for the time individually required to review the record and prepare a decision or findings, but not to exceed time equal to one-half the hearing time, or twenty hours, whichever is less.

BACKGROUND:

Arthur Walenta has been serving successfully on the Assessment Appeals Board and Supervisor Gioia wishes to reappoint him.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 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: Candace Andersen, District II Supervisor
Date: August 25, 2015

Subject: APPOINTMENT TO THE FIRST 5 CONTRA COSTA CHILDREN AND FAMILIES COMMISSION

RECOMMENDATION(S):

REAPPOINT the following individual to the District II Seat of the First 5 Contra Costa Children and Families Commission for a three-year term with an expiration date of August 16, 2018, as recommended by Supervisor Candace Andersen:

Barbara Cappa
1441 Livorna Road
Alamo, CA 94507

FISCAL IMPACT:

NONE

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 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, First 5, Appointee

BACKGROUND:

The Contra Costa County Board of Supervisors established the First 5 Contra Costa Children and Families Commission on June 15, 1999 (Ordinance 99-15). The Board appointed nine Commission members and nine Alternate members on September 1, 1999.

Members include one Supervisor from the County Board of Supervisors, the directors of the County departments of Health Services and Employment and Human Services, and a representative from the County Administrator's Office of Children's Services. The other five members of the Commission are appointed by the Board of Supervisors and represent each Supervisorial 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.

Supervisor Andersen is pleased with Barbara Cappa's participation and feels her background and qualifications will continue to be a positive addition to the First 5 Contra Costa Children and Families Commission.

CONSEQUENCE OF NEGATIVE ACTION:

The District II Seat will become vacant.

CHILDREN'S IMPACT STATEMENT:

NONE.



Contra
Costa
County

To: Board of Supervisors
From: PUBLIC PROTECTION COMMITTEE
Date: August 25, 2015

Subject: Community Recidivism Reduction Grant FY 15/16

RECOMMENDATION(S):

AUTHORIZE the Chair of the Board of Supervisors to sign a letter of interest to accept \$125,000 funding from the California Board of State and Community Corrections (BSCC) to provide grants to non-governmental entities that provide community recidivism and crime reduction services.

FISCAL IMPACT:

\$125,000 for grants to non-governmental agencies engaged in recidivism reduction.

BACKGROUND:

In August 2014, the County Administrator's Office was notified by the California Board of State and Community Corrections (BSCC) that the Budget Act of 2014 had allocated \$8 million to the BSCC for the Community Recidivism Reduction Grant, as described in Penal Code section 1233.10. Counties were eligible to receive funds if the Board of Supervisors, in collaboration with the Community Corrections Partnership, agrees to develop a competitive grant program intended to fund community recidivism and crime reduction services. On September 16, 2014, the Board of Supervisors passed item C.51, confirming to the BSCC the County's interest in receiving the funding,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 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)

of which \$250,000 was allocated to Contra Costa County.

Following the September 2014 action, the Public Protection Committee discussed how the \$250,000 grant should be allocated for purposes of issuing a request for proposals to community based organizations. The Committee decided that \$150,000 would be allocated to adult programs and \$100,000 would be allocated to juvenile programs. In April 2015, the County Administrator's Office conducted an RFP and review panel process to make grant award.

At their August 11, 2015 meeting, Public Protection Committee was notified of a new allocation from the State of \$125,000 for fiscal year 2015/16. The Committee directed staff to authorize the allocation. The State only requires a letter of interest from the County to authorize the allocation.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not receive \$125,000 to provide grants to nongovernmental agencies for recidivism reduction.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Letter of Interest - 2015 Community Recidivism Reduction Grant Allocation

Letter-BSCC to CSAC regarding CRRG Grant Program

Attachment I - Funding Statute

Attachment II - FY 2015/16 County Allocations

CRRG Frequently Asked Questions

The Board of Supervisors

County Administration Building
651 Pine Street, Room 106
Martinez, California 94553

John Gioia, 1st District
Candace Andersen, 2nd District
Mary N. Piepho, 3rd District
Karen Mitchoff, 4th District
Federal D. Glover, 5th District

Contra Costa County



David Twa
Clerk of the Board
and
County Administrator
(925) 335-1900

August 25, 2015

Megan Barber-Brancamp
Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

RE: Community Recidivism Reduction Grant—CONTRA COSTA COUNTY INTEREST

Dear Ms. Barber-Brancamp:

On behalf the Board of Supervisors, Contra Costa County hereby expresses our continued interest in participating in the Community Recidivism Reduction Grant program.

On September 16, 2014, our Board of Supervisors approved the acceptance of fiscal year 2014/15 grant program funds in the amount of \$250,000 from the Board of State and Community Corrections (BSCC) and confirmed our interest in participating in the grant program in a letter to the BSCC. In response to the recent announcement of a fiscal year 2015/16 allocation in the amount of \$125,000, this letter acknowledges the Board's approval of the County's continued participation, in coordination with the local Community Corrections Partnership.

We understand that grants must be awarded to a nongovernmental entity or a consortium or coalition of nongovernmental entities that provide community recidivism and crime reduction services to persons who have been released from state prison, a county jail, or a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities.

We also understand that we will be required to collect and submit data to the BSCC on the number of individuals served and the types of services provided by a service provider on or before January 31, 2016 and annually thereafter until January 31, 2021 as applicable.

Thank you for the opportunity to participate in this grant program. We look forward to successful outcomes in terms of recidivism reduction and safer communities.

Sincerely,

A handwritten signature in blue ink that reads "John Gioia". The signature is fluid and cursive, with the first name "John" and last name "Gioia" clearly legible.

JOHN GIOIA

Chair, Board of Supervisors

cc: Members, Board of Supervisors
 Contra Costa County Legislative Delegation
 David Twa, County Administrator
 Philip Kader, CCC Chief Probation Officer
 Community Corrections Partnership, CCC



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

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EDMUND G. BROWN, JR.
Governor

July 21, 2015

Mr. Matt Cate, Executive Director
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814

DeAnn Baker, Director of Legislative Affairs
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814

Dear Mr. Cate and Ms. Baker:

The Budget Act of 2015 (FY 15-16) allocates \$4 million to the Board of State and Community Corrections (BSCC) for the Community Recidivism Reduction Grants described in Penal Code section 1233.10 (Attachment I). This money is an addition to the \$8 million provided in the Budget Act of 2014 (FY 14-15). Any county interested in receiving a portion of this additional \$4 million must notify the BSCC by September 30, 2015 by means of a letter of interest. This opportunity is available to any county, including counties who chose not to participate in the FY 14-15 grant program.

Counties that notified the BSCC of their interest in participating in the grant program in FY 14-15 were required to submit Board of Supervisor meeting minutes authorizing the county to receive the grant funds. For funding in FY 15-16, counties whose prior Board approval for accepting funding was not limited to the FY 14-15 funds and otherwise does not restrict receipt of additional funds are not required to submit new meeting minutes of approval. If the prior Board approval was limited in this manner, new meeting minutes that show a vote of approval for receipt of additional funds in FY 15-16 is required.

The county must award its grant dollars through a competitive process to a nongovernmental entity or a consortium or coalition of nongovernmental entities that provide community recidivism and crime reduction services to persons who have been released from state prison, a county jail, or a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities. To afford maximum flexibility, if your county has already completed this competitive process with the FY 14-15 funding, counties may allocate FY 15-16 funding to those service providers who competed for the FY 14-15 funding, or counties may choose to initiate a new competitive process. Please note that an allocation to any service provider is capped pursuant to paragraph (e) of Penal Code section 1233.10. Each county may use up to five percent of its allocation for administrative costs.

Counties that received FY 14-15 funds and counties that choose to participate in the FY 15-16 allocations are also required to collect and submit data to the BSCC on grants awarded. Service providers that receive a grant are responsible for reporting to the county Board of Supervisors or the Community Corrections Partnerships on the number of individuals served and the types of services provided. The Board of Supervisors or the Community Corrections Partnerships must then

report this information to the BSCC on or before January 31, 2016 and each year thereafter until the final reporting date of January 31, 2021, as applicable (please note that this due date is a change from the January 1, 2016 due date you were advised of in a prior email to provide you with additional time to compile the data). Specifically, on January 31, 2016, participating counties must provide the BSCC with data collected from December 5, 2014 – December 31, 2015 and annually thereafter for the prior calendar year. This data must be reported for each of the years that a service provider operates with these funds. If all funds are not encumbered by a reporting date, counties will report on any funds that have been encumbered and provide detail on the funds that have not been encumbered. The BSCC is developing a data reporting spreadsheet to streamline the data collection process and will be sending it, electronically, to the county's primary contact when it is finalized.

The FY 14-15 funding as well as the FY 15-16 can be spent over four years after allocation of funding to counties. Any funds not used by a county or a service provider within four years will revert back to the state General Fund.

If you have any questions, please refer to the Frequently Asked Questions attachment or feel free to contact me directly. You can also contact the BSCC's primary staffer working with this grant, Megan Barber-Brancamp, at megan.barber-brancamp@BSCC.ca.gov and (916) 445-9435. Additionally, if you have not already done so, please provide Megan Barber-Brancamp with the contact information for your county's primary staff person working on the Community Recidivism Reduction Grant program.

Sincerely,

A handwritten signature in blue ink that reads "Kathleen T. Howard". The signature is fluid and cursive, with the first name "Kathleen" being more prominent than the last name "Howard".

KATHLEEN T. HOWARD
Executive Director
Board of State and Community Corrections

cc: Ms. Karen Pank, Executive Director, Chief Probation Officers of California
Mr. Nick Warner, Policy Director, California State Sheriffs' Association

Attachments



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

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Governor

Attachment I

2015-16 Funding

California Penal Code Section 1233.10(a)

SEC. 28. Section 1233.10 of the Penal Code is amended to read: 1233.10. (a) Upon agreement to accept funding from the Recidivism Reduction Fund, created in Section 1233.9, a county board of supervisors, in collaboration with the county's Community Corrections Partnership, shall develop, administer, and collect and submit data to the Board of State and Community Corrections regarding a competitive grant program intended to fund community recidivism and crime reduction services, including, but not limited to, delinquency prevention, homelessness prevention, and reentry services.

(1) Commencing with the 2014–15 fiscal year, the funding shall be allocated to counties by the State Controller's Office from Item 5227-101-3259 of Section 2.00 of the Budget Act of 2014 according to the following schedule:

Alameda \$ 250,000
Alpine \$ 10,000
Amador \$ 10,000
Butte \$ 50,000
Calaveras \$ 10,000
Colusa \$ 10,000
Contra Costa \$ 250,000
Del Norte \$ 10,000
El Dorado \$ 50,000
Fresno \$ 250,000
Glenn \$ 10,000
Humboldt \$ 50,000
Imperial \$ 50,000
Inyo \$ 10,000
Kern \$ 250,000
Kings \$ 50,000
Lake \$ 25,000
Lassen \$ 10,000
Los Angeles \$ 1,600,000
Madera \$ 50,000

Marin \$ 50,000
Mariposa \$ 10,000
Mendocino \$ 25,000
Merced \$ 50,000
Modoc \$ 10,000
Mono \$ 10,000
Monterey \$ 100,000
Napa \$ 50,000
Nevada \$ 25,000
Orange \$ 500,000
Placer \$ 50,000
Plumas \$ 10,000
Riverside \$ 500,000
Sacramento \$ 250,000
San Benito \$ 25,000
San Bernardino \$ 500,000
San Diego \$ 500,000
San Francisco \$ 250,000
San Joaquin \$ 250,000
San Luis Obispo \$ 50,000
San Mateo \$ 250,000
Santa Barbara \$ 100,000
Santa Clara \$ 500,000
Santa Cruz \$ 50,000
Shasta \$ 50,000
Sierra \$ 10,000
Siskiyou \$ 10,000
Solano \$ 100,000
Sonoma \$ 100,000
Stanislaus \$ 100,000
Sutter \$ 25,000
Tehama \$ 25,000
Trinity \$ 10,000
Tulare \$ 100,000
Tuolumne \$ 25,000
Ventura \$ 250,000
Yolo \$ 50,000
Yuba \$ 25,000

(2) Commencing with the 2015–16 fiscal year, the funding shall be allocated to counties by the State Controller’s Office from Item 5227-101-3259 of Section 2.00 of the Budget Act of 2015 according to the following schedule:

Alameda \$ 125,000

Alpine \$ 5,000

Amador \$ 5,000

Butte \$ 25,000

Calaveras \$ 5,000

Colusa \$ 5,000

Contra Costa \$ 125,000

Del Norte \$ 5,000

El Dorado \$ 25,000

Fresno \$ 125,000

Glenn \$ 5,000

Humboldt \$ 25,000

Imperial \$ 25,000

Inyo \$ 5,000

Kern \$ 125,000

Kings \$ 25,000

Lake \$ 12,500

Lassen \$ 5,000

Los Angeles \$ 800,000

Madera \$ 25,000

Marin \$ 25,000

Mariposa \$ 5,000

Mendocino \$ 12,500

Merced \$ 25,000

Modoc \$ 5,000

Mono \$ 5,000

Monterey \$ 50,000

Napa \$ 25,000

Nevada \$ 12,500

Orange \$ 250,000

Placer \$ 25,000

Plumas \$ 5,000

Riverside \$ 250,000

Sacramento \$ 125,000

San Benito \$ 12,500

San Bernardino \$ 250,000

San Diego \$ 250,000

San Francisco \$ 125,000
San Joaquin \$ 125,000
San Luis Obispo \$ 25,000
San Mateo \$ 125,000
Santa Barbara \$ 50,000
Santa Clara \$ 250,000
Santa Cruz \$ 25,000
Shasta \$ 25,000
Sierra \$ 5,000
Siskiyou \$ 5,000
Solano \$ 50,000
Sonoma \$ 50,000
Stanislaus \$ 50,000
Sutter \$ 12,500
Tehama \$ 12,500
Trinity \$ 5,000
Tulare \$ 50,000
Tuolumne \$ 12,500
Ventura \$ 125,000
Yolo \$ 25,000
Yuba \$ 12,500

(b) For purposes of this section, “community recidivism and crime reduction service provider” means a nongovernmental entity or a consortium or coalition of nongovernmental entities, that provides community recidivism and crime reduction services, as described in paragraph (2) of subdivision (c), to persons who have been released from the state prison, a county jail, a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities.

(c) (1) A community recidivism and crime reduction service provider shall have a demonstrated history of providing services, as described in paragraph (2), to the target population during the five years immediately prior to the application for a grant awarded pursuant to this section.

(2) A community recidivism and crime reduction service provider shall provide services that are designed to enable persons to whom the services are provided to refrain from engaging in crime, reconnect with their family members, and contribute to their communities. Community recidivism and crime reduction services may include all of the following:

(A) Self-help groups.

(B) Individual or group assistance with basic life skills.

(C) Mentoring programs.

(D) Academic and educational services, including, but not limited to, services to enable the recipient to earn his or her high school diploma.

(E) Job training skills and employment.

(F) Truancy prevention programs.

(G) Literacy programs.

(H) Any other service that advances community recidivism and crime reduction efforts, as identified by the county board of supervisors and the Community Corrections Partnership.

(I) Individual or group assistance with referrals for any of the following:

(i) Mental and physical health assessments.

(ii) Counseling services.

(iii) Education and vocational programs.

(iv) Employment opportunities.

(v) Alcohol and drug treatment.

(vi) Health, wellness, fitness, and nutrition programs and services.

(vii) Personal finance and consumer skills programs and services.

(viii) Other personal growth and development programs to reduce recidivism.

(ix) Housing assistance.

(d) Pursuant to this section and upon agreement to accept funding from the Recidivism Reduction Fund, the board of supervisors, in collaboration with the county's Community Corrections Partnership, shall grant funds allocated to the county, as described in subdivision (a), to community recidivism and crime reduction service providers based on the needs of their community.

(e) (1) The amount awarded to each community recidivism and crime reduction service provider by a county shall be based on the population of the county, as projected by the Department of Finance, and shall not exceed the following:

(A) One hundred thousand dollars (\$100,000) in a county with a population of over 4,000,000 people.

(B) Fifty thousand dollars (\$50,000) in a county with a population of 700,000 or more people but less than 4,000,000 people.

(C) Twenty five thousand dollars (\$25,000) in a county with a population of 400,000 or more people but less than 700,000 people.

(D) Ten thousand dollars (\$10,000) in a county with a population of less than 400,000 people.

(2) The total amount of grants awarded to a single community recidivism and crime reduction service provider by all counties pursuant to this section shall not exceed one hundred thousand dollars (\$100,000).

(f) The board of supervisors, in collaboration with the county's Community Corrections Partnership, shall establish minimum requirements, funding criteria, and procedures for the counties to award grants consistent with the criteria established in this section.

(g) A community recidivism and crime reduction service provider that receives a grant under this section shall report to the county board of supervisors or the Community Corrections Partnership on the number of individuals served and the types of services provided, consistent with

paragraph (2) of subdivision (c). The board of supervisors or the Community Corrections Partnership shall report to the Board of State and Community Corrections any information received under this subdivision from grant recipients.

(h) Of the total amount granted to a county, up to 5 percent may be withheld by the board of supervisors or the Community Corrections Partnership for the payment of administrative costs.

(i) Any funds allocated to a county under this section shall be available for expenditure for a period of four years and any unexpended funds shall revert to the state General Fund at the end of the four-year period.



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA
BOARD OF STATE AND COMMUNITY CORRECTIONS

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EDMUND G. BROWN, JR.
Governor

Attachment II

2015-16 County Allocations

County	Funding Allocation	Population*	Maximum Provider Allocation
Alameda	\$125,000.00	1,594,569	\$50,000.00
Alpine	\$5,000.00	1,121	\$10,000.00
Amador	\$5,000.00	36,312	\$10,000.00
Butte	\$25,000.00	224,323	\$10,000.00
Calaveras	\$5,000.00	45,668	\$10,000.00
Colusa	\$5,000.00	21,715	\$10,000.00
Contra Costa	\$125,000.00	1,102,871	\$50,000.00
Del Norte	\$5,000.00	28,031	\$10,000.00
El Dorado	\$25,000.00	184,917	\$10,000.00
Fresno	\$125,000.00	972,297	\$50,000.00
Glenn	\$5,000.00	28,728	\$10,000.00
Humboldt	\$25,000.00	134,398	\$10,000.00
Imperial	\$25,000.00	183,429	\$10,000.00
Inyo	\$5,000.00	18,574	\$10,000.00
Kern	\$125,000.00	874,264	\$50,000.00
Kings	\$25,000.00	149,721	\$10,000.00
Lake	\$12,500.00	64,918	\$10,000.00
Lassen	\$5,000.00	32,092	\$10,000.00
Los Angeles	\$800,000.00	10,136,559	\$100,000.00
Madera	\$25,000.00	155,878	\$10,000.00
Marin	\$25,000.00	258,972	\$10,000.00
Mariposa	\$5,000.00	17,791	\$10,000.00
Mendocino	\$12,500.00	88,863	\$10,000.00
Merced	\$25,000.00	266,134	\$10,000.00
Modoc	\$5,000.00	9,399	\$10,000.00
Mono	\$5,000.00	14,695	\$10,000.00
Monterey	\$50,000.00	425,413	\$25,000.00
Napa	\$25,000.00	140,362	\$10,000.00
Nevada	\$12,500.00	98,193	\$10,000.00
Orange	\$250,000.00	3,147,655	\$50,000.00
Placer	\$25,000.00	369,454	\$10,000.00
Plumas	\$5,000.00	19,560	\$10,000.00
Riverside	\$250,000.00	2,308,441	\$50,000.00
Sacramento	\$125,000.00	1,470,912	\$50,000.00
San Benito	\$12,500.00	58,344	\$10,000.00
San Bernardino	\$250,000.00	2,104,291	\$50,000.00

County	Funding Allocation	Population*	Max. Provider Allocation
San Diego	\$250,000.00	3,227,496	\$50,000.00
San Francisco	\$125,000.00	845,602	\$50,000.00
San Joaquin	\$125,000.00	719,511	\$50,000.00
San Luis Obispo	\$25,000.00	274,293	\$10,000.00
San Mateo	\$125,000.00	753,123	\$50,000.00
Santa Barbara	\$50,000.00	437,643	\$25,000.00
Santa Clara	\$250,000.00	1,889,638	\$50,000.00
Santa Cruz	\$25,000.00	271,646	\$10,000.00
Shasta	\$25,000.00	178,673	\$10,000.00
Sierra	\$5,000.00	3,105	\$10,000.00
Siskiyou	\$5,000.00	45,119	\$10,000.00
Solano	\$50,000.00	429,552	\$25,000.00
Sonoma	\$50,000.00	496,253	\$25,000.00
Stanislaus	\$50,000.00	532,297	\$25,000.00
Sutter	\$12,500.00	95,948	\$10,000.00
Tehama	\$12,500.00	64,323	\$10,000.00
Trinity	\$5,000.00	13,571	\$10,000.00
Tulare	\$50,000.00	462,189	\$25,000.00
Tuolumne	\$12,500.00	54,337	\$10,000.00
Ventura	\$125,000.00	848,073	\$50,000.00
Yolo	\$25,000.00	209,393	\$10,000.00
Yuba	\$12,500.00	74,076	\$10,000.00

*As estimated by the Department of Finance



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

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FREQUENTLY ASKED QUESTIONS

2015-16 COMMUNITY RECIDIVISM REDUCTION GRANT

1. What is the statutory authority for the additional \$4M in funds?

The funding is provided in the Budget Act of 2015, Chapter 11, Statutes of 2015. Penal Code section 1233.10 provides the allocation schedule to counties.

2. Does my Board of Supervisors need to approve the additional FY 15-16 funding by vote?

If your county accepted funding in FY 14-15 and your Board approval did not limit funding to the FY 14-15 funds then your county is not required to re-submit a Board approval. However, if your Board's approval to accept these funds was restricted to the FY 14-15 funds then your county must submit new meeting minutes showing a vote of approval for the FY 15-16 funding. Counties should indicate within their Letter of Interest whether their Board needs to take a vote to approve FY 15-16 funding.

3. What are the expectations regarding the Letter of Interest?

Your county's Letter of Interest, which should be signed by the Board of Supervisors Clerk of the Board or the Chief Administrative Officer, must specify that it would like to accept the additional FY 15-16 funds and that your Board of Supervisors has taken action to accept this additional funding (please refer to question 2 for details). The letter must also indicate that the Community Corrections Partnership is in agreement.

4. If a Board of Supervisors' vote is required for my county to obtain FY 15-16 funding, do the meeting minutes need to be sent at the same time as the Letter of Interest?

No, the Board of Supervisors' meeting minutes can be sent to the BSCC as a follow-up document after September 30, 2015. However, counties should indicate whether a new vote was necessary in its Letter of Interest.

5. Does my county need to initiate a new competitive process for FY 15-16 funding if we completed one in FY 14-15?

If your county completed a competitive process with the FY 14-15 funds, you have two options on how to proceed with FY 15-16 funding: 1) your county can allocate the FY 15-16

funds to service providers that competed for the FY 14-15 funding (please note that an allocation to any service provider is capped pursuant to paragraph (e) of Penal Code section 1233.10); or 2) your county can choose to initiate a new competitive process for FY 15-16 funding.

6. By what date does all the funding need to be encumbered with a service provider?

With the recent amendments to Section 1233.10 (i) of the Penal Code, counties no longer have the restriction of an encumbrance date. You now have four years after receiving these grant funds from the State Controller's Office to award and spend the funds. Any funds not used within this four year period will revert back to the state General Fund. For example, in FY 14-15 counties received funding for the Community Recidivism Reduction Grant on December 5, 2014 which means that they now have until December 5, 2018 to award the grant dollars to service providers and to spend the money.

7. Can counties spend all the allocated funds in less than four years?

Yes, counties have up to four years to award and spend the funds. However, funds can be spent in fewer than four years.

8. What type of data will counties need to collect and when are the findings due to the BSCC?

The BSCC will be collecting data on the number of individuals served and the types of services provided by a service provider on or before January 31, 2016 and annually thereafter until January 31, 2021, as applicable. For each reporting cycle, your county must report on the previous year's activities for each service provider operating with these funds. For example, on January 31, 2016 your county will report on activities from December 5, 2014 – December 31, 2015. If your county has not encumbered all its funds with service providers by a reporting date, you may report on any funds that have been encumbered and provide detailed information on the funds that have not been encumbered.

9. Can counties use any of the grant money for administrative costs?

Yes, your county can use up to five percent of its total allocation for administrative costs.



Contra Costa County

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 25, 2015

Subject: ABX1 9 (Levine): Richmond-San Rafael Bridge, Letter of Support

RECOMMENDATION(S):

RATIFY the support letter from the Chair of the Board for ABX1 9 (Levine): Richmond-San Rafael Bridge, a bill that would temporarily restore the third eastbound lane on State Highway Route 580 from the beginning of the Richmond-San Rafael Bridge in the County of Marin to Marine Street in the County of Contra Costa to automobile traffic and temporarily convert a specified portion of an existing one-way bicycle lane along the north side of State Highway Route 580 in the County of Contra Costa into a bidirectional bicycle and pedestrian lane.

FISCAL IMPACT:

The total estimated cost of permanently reopening the third lane in the eastbound direction on the Richmond-San Rafael Bridge, reconfiguring the bike path on the east side of the bridge, and constructing a bike path on the westbound level of the bridge is \$65 million to the State of California.

BACKGROUND:

Our state advocate, Cathy Christian, requested a letter of support from Supervisor Gioia for a bill by Assembly Member Marc Levine, which was introduced on August 17, 2015, regarding the Richmond-San Rafael Bridge. The letter of support from the Chair is attached. Per Board-adopted policy, the Chair of the Board may send an advocacy letter on a bill stating his/her position when there is time-sensitive need for such a letter and no existing policy related to the bill has been adopted by the Board. The bill must be brought to the Board of Supervisors, however, at the next available meeting for full consideration by the Contra Costa County Board of Supervisors.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: L. DeLaney,
925-335-1097

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

CALIFORNIA LEGISLATURE--2015-2016 FIRST EXTRAORDINARY SESSION

Assembly Bill

No. 9

Introduced by Assembly Member Levine

August 17, 2015

(Coauthors: Assembly Members Baker, Bonilla, Bonta, Thurmond, and Wood)

(Coauthors: Senators Allen and McGuire)

An act to add Section 30910.8 to the Streets and Highways Code, relating to the Richmond-San Rafael Bridge, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

AB 9, as introduced, Levine. Richmond-San Rafael Bridge.

Existing law specifies the powers and duties of the Department of Transportation, the Metropolitan Transportation Commission, and the Bay Area Toll Authority with respect to the collection and expenditure of toll revenue from the 7 state-owned toll bridges within the geographic jurisdiction of the commission, including the Richmond-San Rafael Bridge.

This bill would require the department, immediately, or as soon as practically feasible, but no later than September 30, 2015, to implement an operational improvement project that temporarily restores the third eastbound lane on State Highway Route 580 from the beginning of the Richmond-San Rafael Bridge in the County of Marin to Marine Street in the County of Contra Costa to automobile traffic and that temporarily converts a specified portion of an existing one-way bicycle lane along the north side of State Highway Route 580 in the County of Contra Costa into a bidirectional bicycle and pedestrian lane. The bill would require the department to keep the temporary lanes in place until the department has completed a specified project relating to the Richmond-San Rafael Bridge or until construction activity for that project necessitates removal of the temporary lanes.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote Required: TWO THIRDS Appropriation: NO Fiscal Committee: YES Local Program: NO Immediate Effect YES Urgency: YES Tax Levy: NO Election: NO Usual Current Expenses: NO Budget Bill: NO Prop 25 Trailer Bill: NO

The people of the State of California do enact as follows:

SECTION 1. (a) The Richmond-San Rafael Bridge opened on September 1, 1956. At the time of construction, the bridge was one of the longest bridges in the world and was constructed at a cost of \$62 million.

(b) The initial construction, with the help of additional funding provided by the state (Chapter 159 of the Statutes of 1955), provided for the construction of six 12-foot-wide lanes. The six lanes were initially comprised of three lanes in both the eastbound and westbound directions.

(c) In 1977, the then little-used third lane on the Richmond-San Rafael Bridge was closed to allow for a pipeline to transport eight million gallons of water a day from the East Bay Municipal Utility District to drought-stricken Marin County. In 1978, the pipeline was removed and the third lane was restriped as an emergency shoulder.

(d) In 1989, following the Loma Prieta earthquake and the closure of the San Francisco-Oakland Bay Bridge from October 17 to November 18, inclusive, the third lane on the Richmond-San Rafael Bridge was opened in both the eastbound and westbound directions to help ease traffic flow across the bay.

(e) The possibility of permanently reopening the Richmond-San Rafael Bridge to bicycle and pedestrian access has been debated for more than three decades since the 1977 closure of the third lane. In 2001, plans for bicycle access were rejected by the Department of Transportation for safety reasons. Alternative plans to open the bridge to bicycle and pedestrian access that address safety are currently under development.

(f) The total estimated cost of permanently reopening the third lane in the eastbound direction on the Richmond-San Rafael Bridge, reconfiguring the bike path on the east side of the bridge, and constructing a bike path on the westbound level of the bridge is \$65 million.

(g) In the interest of improving traffic flow, maximizing existing resources, and reducing the environmental impacts resulting from the traffic backup on the eastbound bridge approach that impacts traffic on Highway 101, it is necessary that the third lane of the bridge be reopened to traffic at the earliest possible date.

SEC. 2. Section 30910.8 is added to the Streets and Highways Code, to read:

30910.8. (a) Notwithstanding any other law, the department shall immediately, or as soon as practically feasible, but no later than September 30, 2015, implement an operational improvement project that does the following:

(1) Temporarily restores the third eastbound lane on State Highway Route 580 that existed prior to 1977 and that was temporarily restored immediately following the Loma Prieta earthquake, from the beginning of the Richmond-San Rafael Bridge in the County of Marin to Marine Street in the County of Contra Costa to automobile traffic.

(2) Temporarily converts the existing one-way bicycle lane along the north side of westbound State Highway Route 580 from the Marine Street interchange to Stenmark Drive and the toll plaza in the County of Contra Costa into a bidirectional bicycle and pedestrian lane.

(b) The department shall keep the temporary third automobile lane and the temporary bidirectional bicycle lane in place until the department has completed the Richmond-San Rafael Bridge Access Improvement Project (RTP ID 240758) or until construction activity for that project necessitates removal of the temporary lanes.

(c) (1) For the duration of the operation of the temporary third automobile lane, the department shall determine, according to a competent engineering analysis, the maximum speed that can be maintained with safety in the eastbound direction and shall post that maximum speed at appropriate locations. If the department determines that the maximum speed is less than the currently posted maximum speed, then the department shall, at the time that the temporary third automobile lane is restored, have in place appropriate devices to alert drivers to the lower speed, which may include, but are not limited to, raised pavement markings, flashing lights, temporary electronic message signs, and any other means that the department deems necessary.

(2) For the duration of the operation of the temporary bidirectional bicycle lane, the department shall install appropriate signage indicating that the lane is bidirectional. The department may place a temporary barrier between the temporary bidirectional bicycle lane and the automobile lanes.

(d) Concurrent with the implementation and operation of the temporary third automobile lane and the temporary bidirectional bicycle lane, the department and the Bay Area Toll Authority shall continue, without delay, current efforts to develop and deliver the permanent Richmond-San Rafael Bridge Access Improvement Project (RTP ID 240758).

SEC. 3. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to temporarily restore the third eastbound automobile lane of the Richmond-San Rafael Bridge to automobile traffic at the earliest possible date, it is necessary for this act to take effect immediately.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors does not ratify the letter of support for the bill provided by the Chair, the County will not have a position on the bill.

ATTACHMENTS

Chair Letter of Support

The Board of Supervisors

County Administration Building
651 Pine Street, Room 106
Martinez, California 94553

John Gioia, 1st District
Candace Andersen, 2nd District
Mary N. Piepho, 3rd District
Karen Mitchoff, 4th District
Federal D. Glover, 5th District

Contra Costa County



David Twa
Clerk of the Board
and
County Administrator
(925) 335-1900

August 18, 2015

The Honorable Marc Levine
California Assembly
State Capitol Building, Room 2141
Sacramento, CA 95814

RE: ABX1 9 (Levine): Richmond-San Rafael Bridge —SUPPORT

Dear Assembly Member Levine:

As Chair of the Board of Supervisors of Contra Costa County, I wish to convey my support of your bill, ABX1 9.

This bill would require the department, immediately, or as soon as practically feasible, but no later than September 30, 2015, to implement an operational improvement project that temporarily restores the third eastbound lane on State Highway Route 580 from the beginning of the Richmond-San Rafael Bridge in the County of Marin to Marine Street in the County of Contra Costa to automobile traffic and that temporarily converts a specified portion of an existing one-way bicycle lane along the north side of State Highway Route 580 in the County of Contra Costa into a bidirectional bicycle and pedestrian lane. The bill would require the department to keep the temporary lanes in place until the department has completed a specified project relating to the Richmond-San Rafael Bridge or until construction activity for that project necessitates removal of the temporary lanes.

ABX1 9 may be most helpful to Contra Costa County residents returning in the evening rush hours, just as it will benefit our commuting residents in the morning to Marin County and elsewhere. For these reasons, I support this bill and wish you success in its enactment.

Sincerely,

A handwritten signature in blue ink that reads "John Gioia".

JOHN GIOIA
Chair, Board of Supervisors

cc: Members, Board of Supervisors
Contra Costa County Legislative Delegation

ABX1 9 (Levine): Richmond Bridge

August 18, 2015

Page 2 of 2

David Twa, County Administrator
Cathy Christian, Nielsen Merksamer
Mark Watts, Smith, Watts & Martinez



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Ito, Human Resources Consultant
Date: August 25, 2015

Subject: Adopt Resolution No. 2015/294 to amend Resolution No. 2009/310 to add Step 2 to WEX Trainee Classification

RECOMMENDATION(S):

ADOPT Resolution No. 2015/294, which amends and supersedes Resolution Nos. 2009/310, 2009/380, 2014/227 and 2014/376 to: 1) Add a second salary step, at \$12.00 per hour, to the salary schedule of the WEX Trainee (XSK2) (unrepresented) classification for participants in the CalWORKS specialized training programs and Workforce Investment Act (WIA) trainees in the Workforce Development Board and Workforce Services Bureau in the Employment and Human Services Department effective July 1, 2015; 2) remove "sick leave" from the list of benefits that individuals in the WEX Trainee and Title V Trainee classifications are not entitled to receive, as previously stated in Resolution No. 2014/376, due to the implementation of AB1522, the "Healthy Workplaces, Healthy Families Act", which became effective July 1, 2015; and 3) revise other outdated language in previous resolutions.

FISCAL IMPACT:

Upon approval, the cost of this action will be absorbed by the Employment and Human Services Department (100% federally funded.)

BACKGROUND:

As part of their strategic planning, the Workforce Development Board (WDB) conducts in-depth labor market analysis to identify priority workforce development sectors that target high-growth, high-wage industries.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Otilia Parra (925)
335-1724

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

By: , Deputy

cc: EHSD, Human Resources, Human Resources

BACKGROUND: (CONT'D)

Based on recent findings, the WDB of Contra Costa County has identified the following as priority sectors: 1) Healthcare and Life Sciences; 2) Advanced Manufacturing; 3) Information Communication Technology; 4) Energy; 5) Construction. A medical assistant career training and internship opportunity, which is aligned with the Healthcare and Life Sciences priority sector, has been identified to meet the strategic goals of the WDB.

This WDB program will include ten weeks of comprehensive medical assistant and medical receptionist career training services to a combination of CalWORKs and Workforce Investment Act (WIA) eligible and enrolled participants as provided by Jewish Vocational and Career Counseling Services, and a twelve week internship placement at a John Muir Health location. The medical assistant career training and internship program will require higher level skills training for positions in this particular priority industry sectors, as compared with how WEX Trainee positions are used in other sectors. Therefore, due to the specialized training, skilled work experience, and job duties that participants will be expected to perform during the internship phase of this program, a second salary step at \$12.00 an hour is requested for the WEX Trainee classification. Amending the WEX Trainee classification by adding a Step 2 at \$12.00 per hour will allow for the differentiation between entry level and more highly skilled work experience opportunities, and will appropriately compensate participants who have completed the specialized training and are performing higher level duties during their internship phase.

Throughout the development of this training program the various options around the employer of record were discussed. Given that the county has served in this capacity for WEX trainee positions it was determined that this responsibility was within the scope of current practice. The WDB receives 100% reimbursement from grants for the salaries of these trainees.

CONSEQUENCE OF NEGATIVE ACTION:

If the request is not approved, WEX trainees will not be compensated appropriately for the higher skilled work to be performed during their internship placements as Medical Assistants and Medical Receptionists. In addition, not approving department's request to add Step 2 to the WEX Trainee classification may jeopardize future training programs in priority industry sectors.

CHILDREN'S IMPACT STATEMENT:

The higher skilled level training programs in priority industry sectors support three 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

Resolution No. 2015/294

Resolution 2009-310

Resolution 2009-380

Resolution 2014-227

Resolution 2014-376

Resolution Redline Version

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

Adopted this Resolution on 08/25/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2015/294

In The Matter Of: Classification and Compensation for Workforce Trainees for Programs Administered by the Employment and Human Services Department:

WHEREAS, many federal programs recognize that some individuals have little or no experience in the workforce; and

WHEREAS, there are significant barriers to older and low income individuals finding employment; and

WHEREAS, the Board of Supervisors recognizes that older individuals remain healthier longer when they are employed; and

WHEREAS, the Board of Supervisors has authorized the Employment and Human Services Workforce Development Board to manage State and federally funded programs designed to assist in the training and job placement of older and low income workers; and

WHEREAS, the Employment and Human Services Workforce Development Board administers the Title V Program designed to provide worker training to low income seniors; and

WHEREAS, the Employment and Human Services Workforce Development Board administers the Worker Experience Program (WEX) designed to provide worker training to low income individuals;

THE CONTRA COSTA COUNTY BOARD OF SUPERVISORS, HEREBY RESOLVES THAT:

Effective July 1, 2015, the following provisions are in force and effect:

1. The following salary schedule is adopted for the unrepresented classification of Title V Trainee (XSK1): Step 1: \$9.00 per hour
Step 2: \$10.00 per hour

The first step in the pay range will be used for CCWorks (Contra Costa Works) and Expanded Subsidized Employment (ESE) Program, and the second step in the pay range will only be used for individuals assigned to work in Title V Program Administration.

2. The following salary schedule is adopted for the unrepresented classification of WEX Trainee (XSK2): Step 1: \$9.19 per hour
Step 2: \$12.00 per hour

3. The use of these classifications is restricted to the workforce training programs administered by the Employment and Human Services Department, Workforce Development Board.

4. Individuals in the classifications of Title V Trainee or WEX Trainee do not serve a probationary period and are considered at-will.

5. The individuals in the classifications specified in this resolution are entitled to the following benefits: a. Workers Compensation protection under a State Compensation Insurance Fund insurance policy b. Federal Insurance Contribution Act (FICA/Social Security) c. Medicare

6. The individuals in the classifications specified in this resolution are not entitled to the following benefits and/or programs: a. Retirement benefits under the Contra Costa Employees Retirement Association (CCERA) b. Health Benefits c. Dental Benefits d. State Disability Insurance e. Life Insurance Benefits f. Unemployment Insurance g. Deferred Compensation h. Vacation, Personal Leave i. Workers Compensation under the County's self-insured pool and/or Continuing Pay j. Professional Development Allowance k. Vacation Buy Back l. Video Display Terminal Eye Examination benefits m. Longevity Pay n. Health Care or

Dependent Care Spending Accounts o. PERS Long-Term Care Program p. Career Development Training Reimbursement q.
Bilingual Pay

I hereby certify that this 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: Otilia Parra (925) 335-1724

ATTESTED: August 25, 2015

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

By: , Deputy

cc: EHSD, Human Resources, Human Resources

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 06/23/2009 by the following vote:

AYES: 5
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE
RECUSE: NONE



Resolution No. 2009/310

In the Matter of Classification and Compensation for Workforce Trainees for Programs Administered by the Employment and Human Services Department:

WHEREAS, many federal programs recognize that some individuals have little or no experience in the workforce; and

WHEREAS, there are significant barriers to older and low income individuals finding employment; and

WHEREAS, the Board of Supervisors recognizes that older individuals remain healthier longer when they are employed; and

WHEREAS, the Board of Supervisors has authorized the Employment and Human Services Workforce Development Board to manage State and federally funded programs designed to assist in the training and job placement of older and low income workers; and

WHEREAS, the Employment and Human Services Workforce Development Board administers the Title V Program designed to provide worker training to low income seniors; and

WHEREAS, the Employment and Human Services Workforce Development Board administers the Worker Experience Program (WEX) designed to provide worker training to low income individuals;

Contact: Dorothy Sansoe, 335-1009

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

ATTESTED: June 23, 2009

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

By: , Deputy

A handwritten signature in blue ink, appearing to be "C. Niles", is written over the line for the Deputy County Administrator.

cc: Elaine Burres, Linda Chandler, Bob Campbell, Marie Rulloda, Tanya Stulken, Dorothy Sansoe

THE CONTRA COSTA COUNTY BOARD OF SUPERVISORS, HEREBY RESOLVES THAT:

1. The unrepresented classification of Title V Trainee is hereby created with a two step pay range of \$8.00 and \$9.19 per hour. The second step in the pay range will only be used for individuals assigned to work in Title V Program Administration.
2. The unrepresented classification of WEX Trainee is hereby created with a single pay step of \$9.19 per hour.
3. The use of these classifications is restricted to the workforce training programs administered by the Employment and Human Services Department, Workforce Development Board.
4. The minimum salary step for the classification of Title V Trainee will be adjusted to reflect any changes in the California minimum wage as they occur.
5. Individuals in the classifications of Title V Trainee or WEX Trainee do not serve a probationary period and are considered at-will.
6. The individuals in the classifications created by this resolution are entitled to the following County benefits:
 - a. Workers Compensation protection under a State Compensation Insurance Fund insurance policy.
 - b. Federal Insurance Contribution Act (FICA/Social Security)
 - c. Medicare
 - d. Training as identified as part of the participant's individual training plan
7. The individuals in the classifications created by this resolution are not entitled to the following County benefits and/or programs:
 - a. Retirement benefits under the Contra Costa Employees Retirement Association (CCERA)
 - b. Health Benefits
 - c. Dental Benefits
 - d. State Disability Insurance
 - e. Life Insurance Benefits
 - f. Unemployment Insurance
 - g. Deferred Compensation
 - h. Vacation, Sick Leave, Personal Leave or any other leave accruals
 - i. Workers Compensation under the County's self insured pool and/or Continuing Pay
 - j. Professional Development Allowance
 - k. Vacation Buy Back
 - l. Video Display Terminal Eye Examination benefits
 - m. Longevity Pay
 - n. Health Care or Dependent Care Spending Accounts
 - o. PERS Long-Term Care Program
 - p. Career Development Training Reimbursement
 - q. Bi-lingual Pay

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

Adopted this Resolution on 08/04/2009 by the following vote:

AYES: BONILLA, GIOIA, UILKEMA, PIEPHO & GLOVER

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

RECUSE: NONE

Resolution No. 2009/380

In the Matter of Classification and Compensation for Workforce Trainees for Programs Administered by the Employment and Human Services Department:

WHEREAS, many federal programs recognize that some individuals have little or no experience in the workforce; and

WHEREAS, there are significant barriers to older and low income individuals finding employment; and

WHEREAS, the Board of Supervisors recognizes that older individuals remain healthier longer when they are employed; and

WHEREAS, the Board of Supervisors has authorized the Employment and Human Services Workforce Development Board to manage State and federally funded programs designed to assist in the training and job placement of older and low income workers; and

WHEREAS, the Employment and Human Services Workforce Development Board administers the Title V Program designed to provide worker training to low income seniors; and

WHEREAS, the Employment and Human Services Workforce Development Board administers the Worker Experience Program (WEX) designed to provide worker training to low income individuals.



Contact: Dorothy Sansoe, 335-1009

I hereby certify that this is 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 11, 2009

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

By: , Deputy

cc:

THE CONTRA COSTA COUNTY BOARD OF SUPERVISORS, HEREBY RESOLVES THAT:

1. The unrepresented classification of Title V Trainee is hereby created with a two step pay range of \$8.00 and \$9.19 per hour. The second step in the pay range will only be used for individuals assigned to work in Title V Program Administration.
2. The unrepresented classification of WEX Trainee is hereby created with a single pay step of \$9.19 per hour.
3. The use of these classifications is restricted to the workforce training programs administered by the Employment and Human Services Department, Workforce Development Board.
4. The minimum salary step for the classification of Title V Trainee will be adjusted to reflect any changes in the California minimum wage as they occur.
5. Individuals in the classifications of Title V Trainee or WEX Trainee do not serve a probationary period.
6. The individuals in the classifications created by this resolution are entitled to the following County benefits:
 - a. Workers Compensation protection under a State Compensation Insurance Fund insurance policy.
 - b. Federal Insurance Contribution Act (FICA/Social Security);
 - c. Medicare;
7. The individuals in the classifications created by this resolution are not entitled to the following County benefits and/or programs:
 - a. Retirement benefits under the Contra Costa County Employees Retirement Association (CCCERA);
 - b. Health Benefits;
 - c. Dental Benefits;
 - d. State Disability Insurance;
 - e. Life Insurance Benefits;
 - f. Unemployment Insurance;
 - g. Deferred Compensation;
 - h. Vacation, Sick Leave, Personal Leave or any other leave accruals;
 - i. Workers Compensation under the County's self insured pool and/or Continuing Pay;
 - j. Professional Development Allowance;
 - k. Vacation Buy Back;
 - l. Video Display Terminal Eye Examination benefits;
 - m. Longevity Pay;
 - n. Health Care or Dependent Care Spending Accounts;
 - o. PERS Long-Term Care Program;
 - p. Career Development Training Reimbursement; and
 - q. Bi-lingual Pay.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 06/24/2014 by the following vote:

AYES: 5 John Gioia
Candace Andersen
Mary N. Piepho
Karen Mitchoff
Federal D. Glover

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2014/227

In The Matter Of Classification and compensation for participants in the Expanded Subsidized Employment Program Administered by the Employment and Human Services Department:

WHEREAS, many federal programs recognize that some individuals have little or no experience in the workforce; and

WHEREAS, there are significant barriers to older and low income individuals finding employment; and

WHEREAS, the Board of Supervisors recognizes that older individuals remain healthier longer when they are employed; and

WHEREAS, the Board of Supervisors has authorized the Employment and Human Services Workforce Development Board to manage State and federally funded programs designed to assist in the training and job placement of older and low income workers; and

WHEREAS, the Employment and Human Services Workforce Development Board administers the CCWorks (Contra Costa Works) and the Expanded Subsidized Employment (ESE) Program;

WHEREAS, the wages for participants in the ESE Program are \$9.00 per hour;

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 2009/380 is amended to include a salary step of \$9.00 per hour on the Salary Schedule effective April 22, 2014 through June 30, 2014.

Contact: Dorothy Sansoe, Senior Deputy County Administrator (925) 335-1009

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

ATTESTED: June 24, 2014

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

By: Chris Heck, Deputy

cc: Harjit S. Nahal, Assistant Auditor-Controller, Human Resources

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 10/07/2014 by the following vote:

AYE: 5
 John Gioia
 Candace Andersen
 Mary N. Piepho
 Karen Mitchoff
 Federal D. Glover

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2014/376

In The Matter Of: Classification and compensation for participants in the Title V Senior Community Service Employment Program administered by the Employment and Human Services Department:

The Contra Costa County Board of Supervisors in its capacity as governing Board of the County of Contra Costa and all districts of which it is ex-officio governing Board RESOLVES that:

WHEREAS, the State of California has increased the minimum wage from \$8.00 to \$9.00 per hour effective July 1, 2014; and

WHEREAS, the Board of Supervisor has authorized the Employment and Human Services Workforce Development Board to manage State and federally funded programs designed to assist in the training and job placement of older and low income workers; and

WHEREAS, the wages for participants in the Title V Senior Community Service Employment Program are \$10.00 per hour;

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 2009/380 is amended to reallocate salary step 2 from \$9.19 to \$10.00 per hour on the salary schedule effective October 1, 2014.

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

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

ATTESTED: October 7, 2014

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

Chris Heck
 By: Chris Heck, Deputy

cc: Harjit S. Nahal, Assistant Auditor-Controller



Resolution No. 2009/310 showing amendments of Resolution No. 2015/294

In the Matter of Classification and Compensation for Workforce Trainees for Programs Administered by the Employment and Human Services Department:

WHEREAS, many federal programs recognize that some individuals have little or no experience in the workforce; and

WHEREAS, there are significant barriers to older and low income individuals finding employment; and

WHEREAS, the Board of Supervisors recognizes that older individuals remain healthier longer when they are employed; and

WHEREAS, the Board of Supervisors has authorized the Employment and Human Services Workforce Development Board to manage State and federally funded programs designed to assist in the training and job placement of older and low income workers; and

WHEREAS, the Employment and Human Services Workforce Development Board administers the Title V Program designed to provide worker training to low income seniors; and

WHEREAS, the Employment and Human Services Workforce Development Board administers the Worker Experience Program (WEX) designed to provide worker training to low income individuals;

THE CONTRA COSTA COUNTY BOARD OF SUPERVISORS, HEREBY RESOLVES THAT:

Effective July 1, 2015, the following provisions are in force and effect:

1. The following salary schedule is adopted for the unrepresented classification of Title V Trainee (XSK1): ~~is hereby created with a two-step pay range of \$8.00 and \$9.19~~
Step 1: \$9.00 per hours
Step 2: \$10.00 per hour.

The first step in the pay range will be used for CCWorks (Contra Costa Works) and Expanded Subsidized Employment (ESE) Program, and the second step in the pay range will only be used for individuals assigned to work in Title V Program Administration.

2. The following salary schedule is adopted for the the unrepresented classification of WEX Trainee (XSK2): ~~is hereby created with a single pay step of~~
Step 1: \$9.19 per hour
Step 2: \$12.00 per hour

3. The use of these classifications is restricted to the workforce training programs administered by the Employment and Human Services Department, Workforce Development Board.

- ~~4. The minimum salary step for the classification of Title V Trainee will be adjusted to reflect any changes in the California minimum wage as they occur.~~

4. Individuals in the classifications of Title V Trainee or WEX Trainee do not serve a probationary period and are considered at-will.

5. The individuals in the classifications created by this resolution are entitled to the following County benefits:

- a. Workers Compensation protection under a State Compensation Insurance Fund insurance policy.

- b. Federal Insurance Contribution Act (FICA/Social Security)
 - c. Medicare
 - d. Training as identified as part of the participant's individual training plan
6. The individuals in the classifications ~~created by~~ **specified in** this resolution are not entitled to the following ~~County~~ benefits and/or programs:
- a. Retirement benefits under the Contra Costa Employees Retirement Association (CCERA)
 - b. Health Benefits
 - c. Dental Benefits
 - d. State Disability Insurance
 - e. Life Insurance Benefits
 - f. Unemployment Insurance
 - g. Deferred Compensation
 - h. Vacation, ~~Sick Leave, Personal Leave or any other leave accruals~~
 - i. Workers Compensation under the County's self-insured pool and/or Continuing Pay
 - j. Professional Development Allowance
 - k. Vacation Buy Back
 - l. Video Display Terminal Eye Examination benefits
 - m. Longevity Pay
 - n. Health Care or Dependent Care Spending Accounts
 - o. PERS Long-Term Care Program
 - p. Career Development Training Reimbursement
 - q. Bilingual Pay



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: August 25, 2015

Subject: Increase hours of two (2) positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21733 to increase the hours of Information Systems Assistant-II (LTVH) at salary level 3R5-1005 (\$3,010 - \$3,659) positions #15200 from permanent part-time (32/40) to full-time and #11751 from permanent-intermittent to full-time in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action has an annual cost of approximately \$31,416, with pension costs of \$13,809.15 already included. The entire cost is fully offset with third party revenues.

BACKGROUND:

The Health Services Department's Payroll Division is responsible for paying over 4,100 employees. The incumbents perform rapid data entry of employee time sheets into the County's payroll system KRONOS. In addition to data entry, the incumbents are responsible for responding to employee inquiries by phone or in person, sorting mail, pulling time-sheets out of storage and making copies as needed. The incumbents have been working the additional hours in order to meet payroll deadlines and pay employees accurately and timely.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, HS Payroll will not be able to meet Payroll deadlines which adversely impact employees' pay.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Jo-Anne Linares,
957-5240

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

N/A

ATTACHMENTS

Cost Sheet DL

Cost Sheet BB

Loc 2700 notice

P300

Position Adjustment Request Cost Breakdown

JOB CLASSIFICATION

Diana Lopez #75282
FROM P.I. TO 40/40

Position #11751

Salary	\$30,115.00
Employer Paid Benefits*	\$14,154.05
Health/Dental	\$13,134.00
One Time Costs	\$0.00

Total Cost	\$57,403.05
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Deferred comp Benefit	\$0
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COST	\$57,403.05
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**Actual Additional Cost	\$27,288.05
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*Includes:

	7.65% FICA
	3.48% Workers Compensation
	0.37% Unemployment
\$10,690.83	35.50% Pension

Position Adjustment Request Cost Breakdown

JOB CLASSIFICATION

Barbara Benedict #61627

Position#15200

FROM 32/40 TO 40/40

Salary	\$8,784.00
Employer Paid Benefits*	\$4,128.48 actual cost of action
Health/Dental	
One Time Costs	\$0.00
<hr/>	
Total Cost	\$12,912.48
Deferred comp Benefit	\$0
ADDITIONAL COST	\$12,912.48

*Includes:

	7.65% FICA
	3.48% Workers Compensation
	0.37% Unemployment
\$3,118.32	35.50% Pension

William B. Walker, M.D.
Health Services Director
Dorette McCollum
Personnel Officer



PERSONNEL SERVICES

1320 Arnold Drive, Suite 261
Martinez, California
94553-4359
Ph (925) 957-5240
Fax (925) 957-5260

ELECTRONIC MAIL UNION NOTIFICATION

DATE: August 10, 2015

TO: AFSCME LOCAL 2700 - Suzie Griffith, Business Agent

FROM: Jo-Anne Linares, Personnel Analyst
Health Services Personnel
Contra Costa County
Phone: (925) 957-5246

Subject: Union Notice

COMMENTS:

The Health Services Department is submitting a Position Adjustment Resolution requesting to:

- 1. Increase hours of Information Systems Assistant II positions #15200 and #11751 to full-time**

Please call with any questions or concerns.

POSITION ADJUSTMENT REQUEST

NO. _____
DATE 8/10/2015

Department Health Services

Department No./

Budget Unit No. 0540 Org No. 6554 Agency No. A18

Action Requested: Increase hours of Information Systems Assistant II (LTVH) positions #15200 and #11751 and incumbents in the Health Services Department.

Proposed Effective Date: 8/26/2015

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 \$31,416.53

Net County Cost _____

Total this FY \$26,180.44

N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Third party revenue and contained in Enterprise Fund I.

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

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.

☐ _____(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 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 25, 2015

Subject: Increase hours of three positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21734 to increase the hours of permanent part-time Licensed Vocational Nurse (VT7G) position #9841 from 32/40 to 40/40 at salary level QBX-1287 (\$3,970 - \$5,070), Occupational Therapist II (V5VH) position #7592 from 26/40 to 28/40 at salary level QT5-1746 (\$6,270 - \$7,622), Dietitian (1KSA) position #8785 from 16/40 to 40/40 at salary level QT5-1376 (\$4,347 - \$5,284), in the Health Services Department (all represented).

FISCAL IMPACT:

Upon approval, this action has an annual cost of approximately \$80,109.67 with pension cost of \$30,483.58 already included. The cost for the Licensed Vocational Nurse position is included in the Hospital Enterprise Fund I.

BACKGROUND:

The Health Services Department is requesting to increase the hours of permanent Licensed Vocational Nurse (VT7G) position #9841 from 32/40 to 40/40, Occupational Therapist II (V5VH) position #7592 from 26/40 to 28/40, and Dietitian (1KSA) position #8785 from 16/40 to 40/40 as provided by the memorandum of understanding between the County and Public Employees Union, Local One. The incumbents have been working the increased hours in the past six months and the Department has determined there is an ongoing need for these increased hours in order to maintain patient care in Martinez Detention, Rehabilitation Therapy and Nutrition Services.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Jacqueline Kidd -
925-957-5261

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, there will not be enough staff hours to meet the patient care needs at the Martinez Detention Center, Rehabilitation Therapy and Nutrition Services.

CHILDREN'S IMPACT STATEMENT:

N/A

ATTACHMENTS

P-300 #21734

POSITION ADJUSTMENT REQUEST

NO. 21734
DATE 8/11/2015

Department Health Services

Department No./
Budget Unit No. 0540 Org No. Vary Agency No. A18

Action Requested: Increase the hours of part-time Licensed Vocational Nurse (VT7G) (Org. #5700) position #9841 from 32/40 to 40/40, Occupational Therapist II (V5VH) (Org. #6371) position #7592 from 26/40 to 28/40, Dietitian (1KSA) (Org. #6501) position #8785 from 16/40 to 40/40 in the Health Services Department.

Proposed Effective Date: 8/26/2015

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 \$80,109.67

Net County Cost \$0.00

Total this FY \$66,758.06

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Hospital Enterprise Fund 1

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Jacqueline Kidd

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sanseo

8/17/2015

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 8/17/2015

☐ 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: Kathy Gallagher, Employment & Human Services Director
Date: August 25, 2015

Subject: Jewish Vocational Services Funding

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Workforce Development Board, to execute a contract with Jewish Vocational Services to pay County an amount not to exceed \$70,000 for a Workforce Innovation and Opportunity Act internship training program for the period July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

County to receive an amount not to exceed \$70,000 from Jewish Vocational Services. No County match.

BACKGROUND:

Jewish Vocational Services (JVS) will provide County an amount not to exceed \$70,000 for intern wages and allowable benefit costs associated with the John Muir Medical Assistant/Receptionist Training Program. The program consists of 8-10 weeks of medical assistant receptionist training with a 12-week paid internship to eligible Workforce Investment Act (WIA) enrolled job seekers that successfully complete the training course. County will serve as the employer of record and JVS will reimburse County for up to 15 Workforce Innovation and Opportunity Act enrolled participants qualifying for the internship program. The internship program is based on \$12 per hour for 32 hours a week for 12 weeks not to exceed \$70,000 total contract amount.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 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, County could not provide the internship training program to eligible Workforce Innovation and Opportunity Act participants.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: August 25, 2015

Subject: California Health Advocates Funding

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, execute a contract with California Health Advocates, a non-profit corporation, to pay County an amount not to exceed \$4,000 for the Senior Medicare Patrol Volunteer Liaison for the period July 27, 2015 through June 30, 2016. (No County match)

FISCAL IMPACT:

County to receive an amount not to exceed \$4,000 from California Health Advocates.

BACKGROUND:

California Health Advocates will provide funding to the Employment and Human Services Department, Health Insurance Counseling and Advocacy Program (HICAP), for a Senior Medicare Patrol Volunteer Liaison who will focus on outreach and education regarding prevention and reporting of Medicare fraud. The funding will be used to support the SMP Volunteer Liaison primarily for the purposes of data collection, monitoring, and reporting customer inquiries; volunteer, recruitment, training retention and support; community education, outreach, and training; and, fraud prevention activities.

CONSEQUENCE OF NEGATIVE ACTION:

The Senior Medicare Patrol Volunteer Liaison position may not be implemented.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 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:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 25, 2015

Subject: Blanket Purchase Order with Kelly Paper

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a blanket purchase order with Kelly Paper in the amount of \$399,990 for paper products and printing related items, for the period of August 16, 2015 through August 15, 2017, Countywide.

FISCAL IMPACT:

The cost of paper is initially charged to the General Fund but recovered through charges to departments. Print and Mail Services is a zero net county cost operation.

BACKGROUND:

All paper products are purchased in volume and are used by the Print and Mail Services division for printing requests received from County departments. The cost of the paper is charged back to the departments. This allows the County to purchase in bulk and save money.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, costs for paper may increase.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Marie Estrada,
925-646-5515

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 25, 2015

Subject: Grant Award #28-798-5 from the United States Department of Housing and Urban Development

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Grant Award #28-798-5 (CA0189L9T051406) from the United States Department of Housing and Urban Development (HUD) to receive McKinney-Vento funding, payable to County in an amount not to exceed \$200,100, for the Permanent Connections Supportive Housing Program, for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

This grant will result in \$200,100 of funding from HUD, with a required 25% cash match in the amount of \$13,032 provided by County and appropriated in the budget.

BACKGROUND:

Permanent Connections Supportive Housing is scattered housing sites for homeless, transition-age youth, between the ages of eighteen (18) and twenty-four (24), with disabilities. Ten (10) units are set aside for youth, who are disabled by mental illness, substance abuse, HIV/AIDS, or dual/multiple diagnoses. The program is designed to provide on-going supportive services with an emphasis on families maintaining their permanent, safe, and affordable housing.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Cynthia Belon (925)
957-5201

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

By: , Deputy

cc: J Pigg , N Rios

BACKGROUND: (CONT'D)

Approval of Grant Award #28-798-5 will allow the County to perform all responsibilities in relation to receipt of the funding for the Permanent Connections Supportive Housing Program through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not receive funding to support the Permanent Connections Supportive Housing Program.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 25, 2015

Subject: Grant Award #28-814-3 with Department of Housing and Urban Development

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to accept, on behalf of the County, Grant Award #28 814-3 (CA0178L9T051403) from Department of Housing and Urban Development (HUD) to pay County an amount not to exceed \$173,567, for County's Homeless McKinney-Vento Rapid Re-housing project, for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

Approval of this grant award will result in an amount not to exceed \$173,567 payable to the County from HUD McKinney-Vento Rapid Re-housing funds with a 25% required cash match in the amount of \$9,858 provided by County and appropriated in the budget.

BACKGROUND:

Rapid Re-housing assistance provides temporary financial assistance, relocation, and housing stabilization services to families who are homeless or would be homeless. In addition to these short-term benefits, this program also focuses on linking program participants to community resources and mainstream benefits and helping those affected by homelessness develop a plan

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Cynthia Belon, 925
957-5201

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

By: , Deputy

cc: J Pigg , N Rios

BACKGROUND: (CONT'D)

for preventing future housing instability.

On October 7, 2014, the Board of Supervisors approved Grant Award #28-814-2 from HUD for the period from July 1, 2014 through June 30, 2015, for the Rapid Re-housing assistance project.

Approval of Grant Award #28 814-3 will continue Federal funding for the Rapid Re-housing assistance project through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County will not receive funding to support the Rapid Re-housing assistance project.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 25, 2015

Subject: Grant Award #29-536-3 with United States Department of Housing and Urban Development

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Grant Award #29 536-3 (CA1070L9T051403) with the United States Department of Housing and Urban Development (HUD), to pay County up to \$175,596 in funding, for the County's Homeless Management Information System (HMIS) project, for the period from July 1, 2014 through June 30, 2016.

FISCAL IMPACT:

Approval of this award will result in an amount not to exceed \$175,596 in funding, payable to the County from HUD McKinney-Vento Homeless Assistance Act Funds with a 25% cash match required provided by County and appropriated in the budget. No additional County match required.

BACKGROUND:

The Contra Costa County Homeless Program administers the HMIS project in Contra Costa Homeless Continuum of Care which is a mandated project for jurisdictions that receive homeless assistance funds from the Department of Housing and Urban Development. The County began its HMIS implementation in 2004 with five (5) agencies and twelve (12) programs. The project is steadily

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Cynthia Belon (925
957-5201)

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

By: , Deputy

cc: J Pigg , N Rios

BACKGROUND: (CONT'D)

growing and now includes 13 agencies and 60 homeless services and housing programs within Contra Costa. The HMIS Policy Committee of the Inter-jurisdictional Council on Homelessness, which is the central planning body for design and implementation of our HMIS, has determined that with the growing needs of our HMIS community, additional funding would help us provide better analysis of our aggregate data and utilize the HMIS to its fullest potential. These funds will allow us to upgrade our software system, purchase licenses to accommodate additional service providers, and pay for staff time needed to analyze the data and implement data-driven decision making and progress-tracking.

The County's expanded HMIS project will better assess homeless needs in our community, allow for a more targeted allocation of resources, and coordinate services more efficiently and effectively to better facilitate meeting the goals of our plan to end homelessness. Additionally, it will allow the Continuum to engage other homeless and mainstream service providers who are not currently participating in the HMIS. The ability to share information with other providers such as the local Office of Education, Workforce Development Department, regional office of the Social Security Administration and the Veterans Administration will greatly enhance service delivery and encourage opportunities for formal partnerships.

Approval of Grant Award #29-536-3, will allow the County to receive funding for the Homeless Management Information System (HMIS) project through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this award is not accepted, the County will not receive funding to support the HMIS project.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 25, 2015

Subject: Grant Award Agreement #28-511-32 from the California Department of Resources Recycling and Recovery (CalRecycle)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, (Marilyn Underwood) to execute, on behalf of the County, Grant Award Agreement #28-511-32 (EA25-15-0005) from the California Department of Resources Recycling and Recovery (CalRecycle), to pay County an amount not to exceed \$25,983, for continuation of the Local Enforcement Agency (LEA) assistance funds for the Department's Environmental Health Division Solid Waste Program ("Solid Waste Program"), for the period July 1, 2015 through October 28, 2016.

FISCAL IMPACT:

Approval of this Agreement will result in a payment to the County of \$25,983 for the Department's Solid Waste Program. No County match required.

BACKGROUND:

On April 14, 2014, the Board of Supervisors approved the submittal of the Grant Application and acceptance of the award from the California Department of Resources Recycling and Recovery (CalRecycle), for the Local Enforcement Agency (LEA) Grant Program, to provide funding for the Department's Environmental Health

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Marilyn Underwood
(692-2521)

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

By: , Deputy

cc: J Pigg , N Rios

BACKGROUND: (CONT'D)

Division Solid Waste Program, for the period from July 1, 2015 through June 30, 2016.

Approval of this Grant Award Agreement #28-511-32 will allow the County to use the funds solely for the support of the solid waste facilities permit and inspection programs, including personnel, training, equipment, supplies, and technical support. This Agreement includes agreeing to indemnify and hold harmless the Grantor from any claims arising out of the performance of this Grant Agreement, through October 28, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this Agreement is not approved, the County will not receive funds to support its solid waste facilities permit and inspection programs.

CHILDREN'S IMPACT STATEMENT:

N/A



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: August 25, 2015

Subject: 2015 Minor Decoy/Shoulder Tap Grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to apply for and accept the 2015 Minor Decoy/Shoulder Tap grant from the California Department of Alcoholic Beverage Control, in an amount not to exceed \$10,000, to fund proactive enforcement targeting the unauthorized sale of alcoholic beverages by businesses within the County for the period October 1, 2015 through September 30, 2016.

FISCAL IMPACT:

Revenue up to \$10,000 to support continued Minor Decoy/Shoulder Tap Operations and the overtime associated with them.

BACKGROUND:

This grant will provide the Office of the Sheriff additional staffing and resources to institute proactive enforcement and training of ABC licensed businesses in areas where the crime rate is higher than the county average. Enforcement operations will utilize a variety of methods to address sales to minors, unlicensed sales, sales to intoxicated persons, purchase of alcohol with food stamps, illegal gaming, prostitution, and narcotics in licensed establishments. Expectations include a decline in alcohol-related crimes and arrests, with an overall reduction in the number of police calls for service County-wide.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☒ 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 25, 2015

Contact: Jody Sicheneder,
925-335-1549

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Sheriff-Coroner will not be authorized to apply for and accept the grant funding.

CHILDREN'S IMPACT STATEMENT:

One activity funded by this grant is targeting the unauthorized sale of alcohol to minors by businesses in the County.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 25, 2015

Subject: APPROVE a Contract with Valleycrest Landscape Maintenance, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Valleycrest Landscape Maintenance, Inc. in an amount not to exceed \$2,000,000 for installation of drought resistant landscaping projects, 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:

The Public Works Grounds Division is looking at creative ways to encourage the saving of potable water at County facilities. Converting the grass and green ground cover to drought resistance plants that require less water will aid in the effort to reduce water usage. As bid on BidSync #1504-030, Valleycrest Landscape Maintenance, Inc. was one of two lowest responsible and responsive vendors for this commodity. Facilities Services is requesting a contract to be approved for a period covering the next three years.

This

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Stan Burton, (925)
313-7077

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

landscaping work will exceed the \$45,000 threshold identified in the Public Contract Code. As such, the department is required to contract this work out.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, landscape maintenance services with Valleycrest Landscape Maintenance, Inc. will not proceed.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: August 25, 2015

Subject: APPROVE a Contract with Dominguez Landscape Services, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Dominguez Landscape Services, Inc. in an amount not to exceed \$2,000,000 for installation of drought resistant landscaping projects, 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:

The Public Works Grounds Division is looking at creative ways to encourage the saving of potable water at County facilities. Converting the grass and green ground cover to drought resistance plants that require less water will aid in the effort to reduce water usage. As bid on BidSync #1504-030, Dominguez Landscape Services, Inc. was one of two lowest responsible and responsive vendors for this commodity. Facilities Services is requesting a contract to be approved for a period covering the next three years.

This landscaping work will exceed the \$45,000 threshold identified in the Public Contract Code. As such, the department is required to contract this work out.

☒ APPROVE

☐ OTHER

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☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Stan Burton, (925)
313-7077

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, landscape maintenance services with Dominguez Landscape Services, Inc. will not proceed.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 25, 2015

Subject: Contract #27-973 with Johnson & Johnson Health & Wellness Solutions, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-973 with Johnson & Johnson Health & Wellness Solutions, Inc, a Corporation, in an amount not to exceed \$225,000, to provide a web-based online health risk assessment services to Adult Medi-Cal 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:

Johnson & Johnson Health & Wellness Solutions, Inc, develops, operates, and provides tailored health behavior messaging and communications products to Health organizations around the world, focusing on wellness and prevention. Contractor has agreed to provide to County's Health Plan, a web-based health risk assessment to CCHP members, upon completion, the CCHP members will receive an online summary of ways to reduce health risk. Under Contract #27-973, the Contractor will provide a web-based online health risk assessment services to CCHP members, through May 31, 2018. This contract includes changes to County Standard General Conditions, Paragraph 19, "Insurance" and including mutual indemnification.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 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

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP members will not have access to the on-line web-based health risk assessment system and will not take part in the health assessment that is part of the County's Health Plan accreditation. CCHP would also lose points toward maintaining their NCQA Accreditation.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: August 25, 2015

Subject: "Compliance Services, LLC" Agreement

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Conservation and Development, or designee, to execute a contract amendment with Compliance Services, LLC, to extend the contract expiration date from May 6, 2015 to May 6, 2020, and to increase the payment limit by \$425,000 to a new payment limit of \$1,070,000, to allow the contractor to continue providing reporting and monitoring of affordable housing properties.

FISCAL IMPACT:

No impact to the County General Fund. Contract costs are covered by a combination of federal grant administrative funds (Community Development Block Grant and HOME Investment Partnership program) and multi-family mortgage revenue bond administrative funds. (73% Bond Administrative Funds, 22% HOME, 4% CDBG, 1% Former Redevelopment Agency Funds)

BACKGROUND:

The County entered into a contract with Compliance Services, LLC (Contractor) on May 6, 2008. The contract is subject to the terms of an underlying Master Software License & Hosting Agreement between Compliance Services and the California Statewide Communities Development Authority. The County is a "Participating Public Agency" under the master agreement.

The Contractor monitoring and reporting system enables developers and public agencies to manage affordable housing records easily and efficiently. Real-time calculations and reports ensure compliance with federal, state

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Kara Douglas -
674-7880

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

and local income and rent restrictions. At present, the County manages an affordable housing compliance portfolio of 86 multi-family properties - a number that will grow this year.

The contract had an initial term of five years. After the first five years, the agreement automatically renews annually, unless either party gives a termination notice. When the contract was approved by the Board of Supervisors in 2008, the payment limit was set at \$475,000 to cover the initial five-year term. In June 2013, the Board of Supervisors approved an increase in the payment limit of \$85,000 to pay for services rendered in the sixth year of the contract (May 6, 2013 through May 5, 2014), and in August 2014, approved an increase in the payment limit of \$85,000 to pay for services rendered in the seventh year of the contract (May 6, 2014 through May 5, 2015).

Prior to implementing the web-based compliance system, the County devoted approximately 60 percent of a full time Housing Technician position to multi-family compliance matters. Because the web-based compliance system has made the process of completing federal and state monitoring reports much more efficient, the staffing requirement has dropped to approximately 25 percent of a full time staff position. The value of the increase in efficiency will continue to be realized as the County's portfolio grows. Equally important, management staff now has access to compliance data in a format that is easily accessed and analyzed.

Given the value of the software system and the absence of comparable products in the market, it is requested that the payment limit be increased by \$425,000 (\$85,000 per year for 5 years), to a new payment limit of \$1,070,000, to pay for anticipated costs over the five-year period beginning May 6, 2015 and ending May 5, 2020. The annual payment includes a base charge of \$75,000 for existing housing projects. Additional one-time set-up charges will be incurred for each new project added to the database, as well as additional annual charges of \$6 per unit per new project. The County typically adds one to three new projects each year. An annual allocation of \$85,000 should be sufficient to cover fixed and one-time costs each year.

CONSEQUENCE OF NEGATIVE ACTION:

If the renewal licensing fees are not approved, the County will not have access to the reporting and monitoring program and additional staff will be required to oversee these matters.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: August 25, 2015

Subject: Purchase Order for Maintenance of Voice System(s)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent on behalf of the Employment and Human Services Department to execute a purchase order with Carousel Industries, Inc. in an amount not to exceed \$192,523 for the maintenance of the Verint Voice System and Avaya Voice System for the period July 30, 2015 through July 29, 2016.

FISCAL IMPACT:

\$192,523: 100% Administrative Overhead (10% County; 45% State; 45% Federal)

BACKGROUND:

Carousel, Industries, Inc. will provide maintenance of the Avaya and Verint telephone systems. In doing so, Carousel Industries, Inc. will support all the Employment and Human Services Department (EHSD) call centers, including the Medi-Cal Service Center (MCSC), Health Care Access Center (HCAC), Medi-Cal Mail In Unit (MMU), and several other call centers. It also serves as the main hub for all phone traffic into EHSD and will insure staff are meeting customer service goals. These systems tie into another system, the Call Management System, that manages call queues, which also interfaces to the CalWIN Consortia. Given the complexity of the overall voice system, EHSD has identified the need to have one central contact for support.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 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:

The Employment and Human Services Department will be unable to maintain telephone systems.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 25, 2015

Subject: Amendment #26-782-2 with Muhammad Raees, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-782-2 with Muhammad Raees, M.D., an individual, effective June 1, 2015, to amend Contract #26-782 (as amended by Amendment Agreement #26-782-1), to increase the payment limit by \$30,000, from \$100,000 to a new payment limit of \$130,000, with no change in the original term of September 1, 2014 through August 31, 2015.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

In December 2014, the County Administrator approved and the Purchasing Services Manager executed Contract #26-782 (as amended by Amendment Agreement #26-782-1) with Muhammad Raees, M.D. for the provision of pulmonary services including but not limited to, clinic coverage, consultation, critical care, administrative services, meeting attendance, and training, at Contra Costa Regional Medical and Health Centers (CCRMC) for the period from September 1, 2014 through August 31, 2015. Approval of Contract Amendment Agreement #26-782-2 will allow the Contractor to provide additional pulmonology care at CCRMC through August 31, 2015.

☒ APPROVE

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☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 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 the Contractor will not continue to provide pulmonology care.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 25, 2015

Subject: Amendment #26-590-17 with The Greeley Company, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee to execute on behalf of the County, Amendment Agreement #26-590-16 with The Greeley Company, Inc., a corporation, effective August 1, 2015, to amend Contract #26-590-11 (as amended by Contract amendment/extensions #26-590-12, #26-590-13, #26-590-14, and Contract Amendments #26-590-15 and #26-590-16), to increase the payment limit by \$230,000 from \$762,800 to a new total payment limit of \$992,800, with no change in the original term of September 1, 2013 through December 31, 2015.

FISCAL IMPACT:

This Amendment is 100% funded by CCHP member premiums. (No Rate increase)

BACKGROUND:

On January 14, 2014, the County Administrator approved and Purchasing Services Manager executed Contract #26-590-11 (as amended by Contract Amendment/Extension Agreements #26-590-12, #26-590-13 #26-590-14, #26-590-15, and #26-590-16) with The Greeley Company, Inc., for the period from September 1, 2013 through December

☒ APPROVE

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☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Pat Godley
(957-5410)

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

By: , Deputy

cc: J Pigg , N Rios

BACKGROUND: (CONT'D)

31, 2015, to provide consulting services at Contra Costa Regional Medical Center and Contra Costa Health Centers and Contra Costa Health Plan, including, Referral Management Director services.

At the time of negotiations, the payment limit was based on target levels of utilization; however, the utilization during the term of the agreement was higher than originally anticipated.

Approval of Contract Amendment Agreement #26-590-17 will allow the Contractor to provide additional utilization review and case management consulting services for Contra Costa Health Plan, through December 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contra Costa Health Plan will not be able to receive additional utilization review and case management consulting 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 25, 2015

Subject: Clarify Board Order Item #C. 86 with R.E.A.C.H. Project

RECOMMENDATION(S):

APPROVE clarification of Board action of July 7, 2015 (C.86), approving a contract with the R.E.A.C.H. Project, to specify that the correct payment limit for the contract is \$630,875, rather than \$628,660, for the period July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

This Contract is funded 73% Federal Substance Abuse Prevention and Treatment Set-Aside Grants; 11% Drug Medi-Cal Realignment; 11% Federal Drug Medi-Cal; 5% Probation Department. (Rate increase)

BACKGROUND:

On July 7, 2015, the Board of Supervisors approved Novation Contract #24-243-57 with R.E.A.C.H. Project, for the period from July 1, 2015 through June 30, 2016, for the provision of drug abuse prevention and treatment services to youth and adults in East County. The purpose of this Board Order is to correct the Payment Limit of \$628,660 to read \$630,875, to reflect the intent of the Department, which was that the Contractor be paid \$630,875 to provide drug abuse prevention and treatment services at Contractor's facilities in East County for the period from July 1, 2015, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this correction is not approved, the contractor will not be paid the correct negotiated amount.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 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



**Contra
Costa
County**

To: Board of Supervisors

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

Date: August 25, 2015

Subject: AWARD Construction Contract for Tenant Improvements at 2530 Arnold Drive, Suite 350, Martinez, for Health Services Department (WW0818)

RECOMMENDATION(S):

- (1) APPROVE the design, plans, and specifications for the above project.
- (2) DETERMINE that the bid submitted by Vila Construction Co. ("Vila") complied with the requirements of the County's Outreach Program for this project, as provided in the project specifications, and FURTHER DETERMINE that Vila submitted a responsive and responsible bid for this project.
- (3) AWARD the construction contract for the above project to Vila in the amount of \$489,650 and DIRECT that the Public Works Director, or designee, prepare the contract.
- (4) DIRECT that Vila shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of \$489,650 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 and/or upon signature of the contract by

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☒ 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 25, 2015

Contact: Ramesh Kanzaria, (925)
313-2000

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

By: , Deputy

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

RECOMMENDATION(S): (CONT'D)

the Public Works Director, or designee, any bid bonds posted by the bidder is 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 Vila 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 the bid received.

FISCAL IMPACT:

Funding for this project is provided by Enterprise Fund I.

BACKGROUND:

In order to support implementation of the Health Service Department's (HSD) ccLink electronic health records system (EHR) the HSD Information Technology (IT) Unit moved into 2530 Arnold, Suite 350. This suite was previously occupied by the Office of Revenue and Collections, and still has the cashier windows, small counseling rooms, and offices that are too small for multiple staff yet too large for a single manager. The suite requires remodeling in order to make it functional for an IT office environment, which will enhance productivity by allowing the work teams to locate collectively. This project will also allow more staff to be relocated from other HSD IT locations, thereby making former spaces available for other functions.

The subject project was previously approved by the Board of Supervisors, plans and specifications were filed with and approved by the Board, and bids were invited by the Public Works Director. On May 7, 2015, the Public Works Director received bids for the project. On June 16, 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. One bid was received and opened by the Public Works Department on July 21, 2015, and the bid results are as follows:

BIDDER	BASE BID
Vila Construction Co.	\$489,650

The only bid received was above the Architect's Estimate of \$294,000. Staff has evaluated the bid submitted by Vila and their good faith effort documentation. Staff has determined that Vila'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 Vila in the amount of \$489,650.

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, HSD IT will continue to have staff at several locations and to have operational inefficiencies. In addition, space will not be vacated at other locations and made available for other intended purposes.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: August 25, 2015

Subject: Operations Update of the Employment and Human Services Department, Community Services Bureau

RECOMMENDATION(S):

ACCEPT the July 2015 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:

Not applicable.

BACKGROUND:

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure ongoing communications and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and Community Services Bureau.

CONSEQUENCE OF NEGATIVE ACTION:

Not applicable.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

Contact: Elaine Burres,
313-1717

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

By: , Deputy

cc:

ATTACHMENTS

CSB July 2015 CAO Report

CSB July 2015 HS Fiscal Report

CSB July 201 5 EHS Fiscal
Report

CSB July 2015 Credit Card
Report

CSB July 2015 CACFP Report

CSB July 2015 LIHEAP

CSB July 2015 Menu



To: David Twa, Contra Costa County Administrator
From: Kathy Gallagher, EHSD Director
Subject: Community Services Monthly Report
Date: July 2015

Camilla Rand, M.S.
Director



I. Good News Update/Accomplishments:

- The CSB Director, a Division Manager, and the delegate agency Executive Director attended the California Head Start Association Policy and Management Institute in Monterey and were honored to meet and be addressed by the newly appointed Director of the Office of Head Start, Dr. Blanca Enriquez, who spoke about reauthorization and the proposed new performance standards. We were also addressed by the President of the National Head Start Association, Yasmira Vincent, who called upon us to refer to Head Start not as a program, but as a “national movement.”
- CSB has been contacted by Danya International, the company that coordinated federal review events, to obtain availability to conduct a baseline assessment of our new Early Head Start – Child Care Partnership Grant. They will be looking at Health and Safety and Fiscal/Eligibility Systems. Staff are excited to welcome them.
- The John Muir, Ronald McDonald and Public Health Dental Vans will be visiting selected sites beginning July 30th at GMC. This is a collaborative effort to ensure high quality dental exams for CSB children. Central/East county children participating in these dental exam opportunities will be linked to La Clinica for their dental home, while those from west county sites will establish a dental home through Lifelong. Exams will be performed at no cost to the parent. For those children enrolled in DentiCal, billing will take place while exams will be free for children without insurance.
- California University of the East Bay Nursing Students have expanded their program to present lesson plans on topics of healthy habits, nutrition and exercise in classrooms at four CSB sites.
- Seven CSB Site Supervisors were selected to participate in the CCC Local Planning and Advocating Council’s Professional Learning Community for Early Care and Education Site Supervisors. Site Supervisors developed an individual professional plan focusing specifically in leadership and methods of communication, leader competencies, and reflective practice in leadership. The Site Supervisors evaluated their growth throughout the nine months using a program administrator’s tool for evaluation of growth. The Site Supervisors



presented their nine month study to the LPC board meeting, July 27th at the County Office of Education.

- This year five remaining CSB centers were added to the nine that were participants of Contra Costa County Quality Rating and Improvement System (QRIS). QRIS is a nationwide effort to improve the quality of early care and education for children. The site supervisors complete a portfolio demonstrating the center staff provide and maintain a quality program. After a careful review of the participants' portfolio, a site monitoring using the Classroom Assessment Scoring System (CLASS) and Environmental rating Scale the CSB centers received a rating of 4 and 5 which is the top two higher ratings in the QRIS Quality Continuum Framework. Two other centers will be assessed in September to make all 15 of CSB centers eligible for QRIS stipend.
- CSB contracted with Interaction Associates to deliver two of their trademarked workshops, Managing With Impact and Facilitative Leadership. Managing With Impact™ (MWI) was held on July 7th and 8th, 2015 and included nineteen (19) site supervisors and comprehensive services managers and assistant managers. The workshop provided participants with practical ideas, skills, tools, perspective, and confidence so they can manage their staff in a way that brings out the best in everyone and contributes directly to the success of the bureau. Facilitative Leadership® (FL) was held on July 15th and 16th, 2015 and included eighteen (18) senior managers, site supervisors, comprehensive services managers and assistant managers. The workshop focused on the Seven Leadership Practices and provided a framework for improving the effectiveness of team, project, and organizational leaders. During both workshops, CSB managers and supervisors had the opportunity to practice the concepts of key leadership behaviors that they learned from MWI an FL and received strong encouragement to integrate these behaviors into their on-the-job practices to increase their productivity and effectiveness.
- First Five sponsored Janissa Rowley to represent Community Services Bureau at the QRIS Conference in Maryland from July 15-17. The annual conference is organized by a coalition of states and organizations to promote collaboration and partnership among community agencies and improve the quality of early learning and education across the nation. Several workshops provided information on improvement strategies to elevate the quality of care in state early care and education systems and improve children's development.
- Janissa joined the Contra Costa Early Learning Leadership represented by the County Office of Education and First Five in a visit to Congressman Mark

cc: Policy Council Chair
Family & Human Services Committee
Maureen Burns Vermette, ACF

DeSaulnier's Office at Capitol Hill. Although Congressman DeSaulnier was unavailable during the visit the team met with Sarah L. Jackson, his Senior Legislative Assistant. The visit focused on what we are doing in Contra Costa with "Race to The Top- Early Learning Challenge", Early Head Start-Child Care Partnership, and Head Start funding and scope of services.

II. Status Updates:

a. Caseloads, workload (all programs)

- July Head Start enrollment: 93.53%
- July Early Head Start enrollment: 89.03%
- June Head Start Average Daily Attendance: 77.6%
- June Early Head Start Average Daily Attendance: 82.9%
- Stage 2: 366 families and 589 children
- CAPP: 130 families and 188 children
- In total: 496 families and 777 children
- Incoming cases from Stage 1: 26 families and 36 children
- LIHEAP: 309 households have been assisted
- Weatherization: 21 units

b. Staffing:

- During the month of July CSB conducted an analysis of its staffing needs. The Bureau conducted interviews and hired 3 Associate Teacher-Project and 1 Site Supervisor II. The Bureau continued to recruit to fill line staff vacant positions. CSB's Personnel staff worked with Central HR on opening recruitment to fill key management vacancies such as Assistant Director-Project, Mental Health Clinical Supervisor-Project and Administrative Assistant III. The Bureau is in the process of scheduling interviews to fill various vacancies.

c. Legal/lawsuits

- N/A

d. Union Issues:

- No issues with the union/s were raised during the month of July.

III. Hot Topics/Concerns/Issues:

- N/A

IV. Emerging Issues/New Challenges:

- AB 104 expands the school districts' ability to enroll 4 and 5 year old children into Transitional Kindergarten, which will impact Head Start's ability to enroll predominantly 4 year old children into our directly operated and partner programs. In response, CSB has submitted a request to Head Start Regional Office for a class size waiver to allow CSB and child care partner centers to operate several preschool classes for twenty (20) predominantly 3 year old children. Approval of this waiver would enable CSB to better serve the

educational needs of these younger children and to maintain 100% enrollment as required by Head Start.

cc: Policy Council Chair
Family & Human Services Committee
Maureen Burns Vermette, ACF

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 HEAD START PROGRAM

June 2015 Expenditures
(Period 12 run)

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	\$ 2,087,591	\$ 3,841,014	\$ 1,753,423	54%
b. FRINGE BENEFITS	1,330,012	2,658,808	1,328,796	50%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	88,478	285,300	196,822	31%
f. CONTRACTUAL	2,907,404	6,947,136	4,039,732	42%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	813,268	1,162,382	349,114	70%
 I. TOTAL DIRECT CHARGES	 \$ 7,226,752	 \$ 14,894,640	 \$ 7,667,888	 49%
j. INDIRECT COSTS	473,632	795,090	321,458	60%
 k. TOTAL-ALL BUDGET CATEGORIES	 \$ 7,700,384	 \$ 15,689,730	 \$ 7,989,346	 49%
 <i>In-Kind (Non-Federal Share)</i>	 \$ -	 \$ 3,922,433	 \$ 3,922,433	 0%

**CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 HEAD START PROGRAM**

June 2015 Expenditures

(Period 12 run)

1	2	3	4	5	6	7	8	9
	Jan-15 thru Mar-15	Actual Apr-15	Actual May-15	Actual Jun-15	Total YTD Actual	Total Budget	Remaining Budget	% YTD
a. PERSONNEL (Object class 6a)	1,080,575	407,064	337,126	262,826	2,087,591	3,841,014	1,753,423	54%
b. FRINGE (Object Class 6b)	667,648	271,980	211,165	179,219	1,330,012	2,658,808	1,328,796	50%
c. TRAVEL (Object Class 6c)	-	-	-	-	-	-	-	0%
e. SUPPLIES (Object Class 6e)								
1. Office Supplies	14,099	11,415	2,227	5,208	32,950	65,900	32,950	50%
2. Child and Family Services Supplies (Includesclassroom Supplies)	16,262	877	383	(3,475)	14,047	34,900	20,853	40%
4. Other Supplies	-	-	-	-	-	-	-	
Computer Supplies, Software Upgrades, Computer Replacement	2,594	586	-	22,686	25,866	156,000	130,134	17%
Health/Safety Supplies	1,028	357	186	458	2,029	4,000	1,971	51%
Mental helath/Diasabilities Supplies	265	-	-	1,191	1,456	1,700	244	86%
Miscellaneous Supplies	7,228	1,367	1,427	923	10,945	20,900	9,955	52%
Household Supplies	366	228	39	550	1,183	1,900	717	62%
TOTAL SUPPLIES (6e)	41,843	14,830	4,262	27,543	88,478	285,300	196,822	31%
f. CONTRACTUAL (Object Class 6f)								
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	16,379	3,417	2,003	3,864	25,663	55,068	29,405	47%
2. Health/Disabilities Services	-	-	-	-	-	-	-	
Estimated Medical Revenue from Medi-Cal (Org 1432 - credit)	-	-	-	-	-	(251,500)	(251,500)	0%
Health Consultant	11,021	3,674	3,444	3,473	21,611	44,800	23,189	48%
3. Food Services	-	-	-	-	-	-	-	
5. Training & Technical Assistance - PA11	3,000	(3,000)	-	1,209	1,209	5,000	3,791	
Diane Godard (\$50,000/2)	4,675	800	1,375	3,825	10,675	20,000	9,325	53%
Josephine Lee (\$35,000/2)	3,550	-	2,030	2,800	8,380	17,500	9,120	48%
Susan Cooke (\$60,000/2)	-	-	-	2,467	2,467	30,000	27,533	8%
7. Delegate Agency Costs	-	-	-	-	-	-	-	
First Baptist Church Head Start PA22	345,850	-	340,193	166,533	852,576	2,044,356	1,191,780	42%
First Baptist Church Head Start PA20	-	-	-	-	-	8,000	8,000	0%
8. Other Contracts								
Antioch Partnership	21,375	10,575	10,575	27,576	70,101	129,600	59,499	54%
FB-Fairgrounds Partnership (Wrap)	11,498	-	6,001	5,803	23,302	74,212	50,910	31%
FB-Fairgrounds Partnership	30,600	15,300	15,300	30,600	91,800	170,100	78,300	54%
FB-E. Leland/Mercy Housing Partnership	9,000	4,500	4,500	4,500	22,500	54,000	31,500	42%
Martinez ECC (18 HS slots x \$225/mo x 12/mo)	36,120	-	-	18,000	54,120	108,000	53,880	50%
YMCA of the East Bay (20 HS slots x \$225/mo x 12/mo)	9,000	4,500	4,500	9,000	27,000	54,000	27,000	50%
Child Outcome Planning and Administration (COPA/Nulinx)	12,196	11,491	(11,626)	-	12,062	14,000	1,938	86%
Enhancement/wrap-around HS slots with State CD Program	393,657	460,955	812,917	16,409	1,683,938	4,370,000	2,686,062	39%
f. CONTRACTUAL (Object Class 6f)	907,922	512,212	1,191,213	296,058	2,907,404	6,947,136	4,039,732	42%
h. OTHER (Object Class 6h)	-				-			
2. Bldg Occupancy Costs/Rents & Leases (Rents & Leases/Other Income)	103,571 (8,265)	40,532 -	14,609 (7,166)	30,603 -	189,315 (15,431)	337,000 (25,000)	147,685 (9,569)	56% 0%
4. Utilities, Telephone	34,988	13,568	26,394	27,994	102,944	146,775	43,831	70%
5. Building and Child Liability Insurance	3,293	-	-	-	3,293	3,300	7	100%
6. Bldg. Maintenance/Repair and Other Occupancy	3,527	1,342	41,409	-	46,277	16,200	(30,077)	286%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	7,678	2,793	6,262	2,978	19,711	38,000	18,289	52%
9. Nutrition Services	-	-	-	-	-	-	-	
Child Nutrition Costs	104,808	53,760	53,216	51,476	263,260	370,500	107,240	71%
(CCFP & USDA Reimbursements)	(66,643)	-	(73,963)	(31,054)	(171,660)	(265,000)	(93,340)	65%
13. Parent Services	-	-	-	-	-	-	-	
Parent Conference Registration - PA11	-	-	-	-	-	1,100	1,100	0%
PC Orientation, Trainings, Materials & Translation - PA11	2,487	407	(12)	3,825	6,707	14,400	7,693	47%
Policy Council Activities	2,312	255	-	187	2,754	2,800	46	98%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	100	-	-	-	100	2,500	2,400	4%
Child Care/Mileage Reimbursement	1,022	1,618	-	1,680	4,320	12,200	7,880	35%
14. Accounting & Legal Services	-	-	-	-	-	-	-	0%
Auditor Controllers	-	949	-	949	1,898	3,600	1,702	53%
Data Processing/Other Services & Supplies	6,979	3,000	3,237	1,679	14,895	16,000	1,105	93%
15. Publications/Advertising/Printing	-	-	-	-	-	-	-	
Outreach/Printing	-	-	-	-	-	100	100	0%
16. Training or Staff Development	-	-	-	-	-	-	-	
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEYC, etc.)	8,304	1,813	3,672	701	14,490	32,000	17,510	45%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	3,852	5,732	2,065	1,250	12,899	18,198	5,299	71%
17. Other	-	-	-	-	-	-	-	
Site Security Guards	-	-	15,644	4,668	20,312	38,700	18,388	52%
Dental/Medical Services	189	-	-	222	411	200	(211)	206%
Vehicle Operating/Maintenance & Repair	40,962	6,051	-	2,941	49,954	106,800	56,846	47%
Equipment Maintenance Repair & Rental	49,561	19,824	1,050	4,073	74,509	125,000	50,491	60%
Dept. of Health and Human Services-data Base (CORD)	2,518	839	839	839	5,036	10,100	5,064	50%
Field Trips	-	-	-	-	-	-	-	0%
Other Operating Expenses (Facs Admin/Other admin)	39,405	13,011	15,844	17,371	85,631	142,200	56,569	60%
CSD Admin Costs/Facs Mgt Allocation	76,518	2,193	2,101	833	81,645	14,709	(66,936)	0%
h. OTHER (6h)	417,165	167,686	105,200	123,216	813,268	1,162,382	349,114	70%
i. TOTAL DIRECT CHARGES (6a-6h)	3,115,152	1,373,772	1,848,966	888,861	7,226,752	14,894,640	7,667,888	49%
j. INDIRECT COSTS	192,784	114,254	73,101	93,493	473,632	795,090	321,458	60%
k. TOTALS (ALL BUDGET CATEGORIES)	3,307,936	1,488,026	1,922,067	982,354	7,700,384	15,689,730	7,989,346	49%
Non-Federal match (In-Kind)	-	-	-	-	-	3,922,433	3,922,433	0%

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 EARLY HEAD START PROGRAM

June 2015 Expenditures
(Period 12 run)

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	\$ 243,602	\$ 491,300	\$ 247,698	50%
b. FRINGE BENEFITS	165,320	346,617	181,297	48%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT			-	0%
e. SUPPLIES	4,957	34,000	29,043	15%
f. CONTRACTUAL	1,382,616	2,413,601	1,030,985	57%
g. CONSTRUCTION			-	0%
h. OTHER	41,693	56,617	14,924	74%
I. TOTAL DIRECT CHARGES	\$ 1,838,189	\$ 3,342,135	\$ 1,503,946	55%
j. INDIRECT COSTS	60,070	101,699	41,629	59%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 1,898,258	\$ 3,443,834	\$ 1,545,576	55%
<i>In-Kind (Non-Federal Share)</i>	\$ -	\$ 860,958	\$ 860,958	0%

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2015 EARLY HEAD START PROGRAM
June 2015 Expenditures
Period 12 run)

1	2	3	4	5	6	7	8	9
	Jan-15							
	thru	Actual	Actual	Actual	Total YTD	Total	Remaining	%
	Mar-15	Apr-15	May-15	Jun-15	Actual	Budget	Budget	YTD
Expenditures								
a. Salaries & Wages (Object Class 6a)								
Permanent 1011	112,866	48,969	37,672	27,083	226,590	463,755	237,165	49%
Temporary 1013	8,914	2,197	2,005	3,896	17,012	27,545	10,533	62%
a. PERSONNEL (Object class 6a)	121,780	51,166	39,676	30,979	243,602	491,300	247,698	50%
b. FRINGE BENEFITS (Object Class 6b)								
Fringe Benefits	85,442	34,168	27,783	17,928	165,320	346,617	181,297	48%
b. FRINGE (Object Class 6b)	85,442	34,168	27,783	17,928	165,320	346,617	181,297	48%
c. TRAVEL (Object Class 6c)	-	-	-	-	-	-	-	0%
e. SUPPLIES (Object Class 6e)								
1. Office Supplies	443	261	1,479	11	2,194	5,400	3,206	41%
2. Child and Family Serv. Supplies/classroom Supplies	1,076	-	(1,275)	-	(198)	3,900	4,098	-5%
4. Other Supplies	-	-	-	-	-	-	-	-
Computer Supplies, Software Upgrades, Comp Replacemnt	(870)	-	-	3,317	2,447	23,000	20,553	11%
Health/Safety Supplies	-	-	-	-	-	-	-	0%
Mental helath/Diasabilities Supplies	-	-	83	-	83	300	217	0%
Miscellaneous Supplies	34	158	155	-	347	1,200	853	29%
Emergency Supplies	-	-	-	-	-	-	-	0%
Household Supplies	34	32	6	13	85	200	115	43%
e. SUPPLIES (Object Class 6e)	718	451	447	3,341	4,957	34,000	29,043	15%
f. CONTRACTUAL (Object Class 6f)								
1. Adm Svcs (Legal, Accounting, Temporary Contracts)	1,771	854	501	966	4,092	4,500	408	91%
Health Consultant	4,723	1,574	1,476	1,488	9,262	19,201	9,939	48%
5. Training & Technical Assistance - PA11	-	-	-	-	-	-	-	0%
Josephine Lee (\$35,000/2)	3,555	-	1,850	2,800	8,205	17,500	9,295	200%
Susan Cooke (\$60,000/2)	-	24,823	-	2,467	27,290	30,000	2,710	300%
7. Delegate Agency Costs	-	-	-	-	-	-	-	-
8. Other Contracts	-	-	-	-	-	-	-	-
FB-Fairgrounds Partnership	9,800	4,900	4,900	9,800	29,400	58,800	29,400	50%
FB-E. Leland/Mercy Housing Partnership	11,200	5,600	5,600	5,600	28,000	67,200	39,200	42%
Brighter Beginnings	20,400	61,200	20,400	20,400	122,400	244,800	122,400	50%
Cameron School	8,000	22,734	14,800	8,000	53,534	96,000	42,466	56%
Crossroads	-	14,350	4,900	4,900	24,150	58,800	34,650	41%
Martinez ECC	21,000	-	7,000	7,000	35,000	77,000	42,000	45%
Apiranet	33,600	-	-	16,800	50,400	100,800	50,400	50%
Child Outcome Planning & Admini. (COPA/Nulinx)	860	840	124	223	2,048	1,500	(548)	137%
Enhancement/wrap-around HS slots with State CD Prog.	165,988	182,587	456,466	182,587	987,627	1,637,500	649,873	60%
f. CONTRACTUAL (Object Class 6f)	280,897	319,462	518,018	264,240	1,382,616	2,413,601	1,030,985	57%
h. OTHER (Object Class 6h)								
2. Bldg Occupancy Costs/Rents & Leases	395	199	(407)	125	313	1,200	887	26%
4. Utilities, Telephone	507	157	116	247	1,027	2,000	973	51%
5. Building and Child Liability Insurance	-	-	-	-	-	-	-	-
6. Bldg. Maintenance/Repair and Other Occupancy	11,557	-	2,884	-	14,441	12,774	(1,667)	113%
8. Local Travel (55.5 cents per mile)	1,880	545	569	334	3,328	4,000	672	83%
9. Nutrition Services	-	-	-	-	-	-	-	-
Child Nutrition Costs	-	-	-	-	-	-	-	-
(CCFP & USDA Reimbursements)	-	-	-	-	-	-	-	0%
13. Parent Services	-	-	-	-	-	-	-	-
Parent Conference Registration - PA11	-	-	-	-	-	-	-	0%
Parent Resources (Parenting Books, Videos, etc.) - PA11	-	-	-	-	-	-	-	0%
PC Orientation, Trainings, Materials & Translation - PA11	5,682	126	-	612	6,419	5,000	(1,419)	128%
Policy Council Activities	222	-	-	-	222	900	678	25%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	-	-	-	-	-	-	0%
Child Care/Mileage Reimbursement	660	130	-	208	997	1,600	603	62%
14. Accounting & Legal Services	-	-	-	-	-	-	-	-
Auditor Controllers	-	-	-	-	-	-	-	0%
Data Processing/Other Services & Supplies	508	254	254	254	1,270	1,700	430	75%
15. Publications/Advertising/Printing	-	-	-	-	-	-	-	-
Outreach/Printing	-	-	-	-	-	-	-	0%
16. Training or Staff Development	-	-	-	-	-	-	-	-
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAE)	-	923	245	-	1,168	2,800	1,632	42%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA	14	1,583	150	43	1,790	8,443	6,653	21%
17. Other	-	-	-	-	-	-	-	-
Site Security Guards	-	-	-	-	-	-	-	0%
Vehicle Operating/Maintenance & Repair	3,453	901	1,709	321	6,385	9,600	3,215	67%
Equipment Maintenance Repair & Rental	165	465	-	75	705	1,100	395	64%
Dept. of Health and Human Services-data Base (CORD)	-	-	-	-	-	-	-	0%
Other Operating Expenses (Facs Admin/Other admin)	1,933	293	644	759	3,628	5,500	1,872	0%
County Indirect Cost (A-87)	-	-	-	-	-	-	-	-
h. OTHER (6h)	26,976	5,575	6,164	2,978	41,693	56,617	14,924	74%
i. TOTAL DIRECT CHARGES (6a-6h)	515,813	410,821	592,088	319,467	1,838,189	3,342,135	1,503,946	55%
j. INDIRECT COSTS	26,423	13,133	12,317	8,196	60,070	101,699	41,629	59%
k. TOTALS - ALL BUDGET CATEGORIES	542,236	423,955	604,405	327,663	1,898,258	3,443,834	1,545,576	55%
Non-Federal Match (In-Kind)	-	-	-	-	-	860,958	860,958	0%

COMMUNITY SERVICES BUREAU				
SUMMARY CREDIT CARD EXPENDITURE				
	Agency: <u>Community Services Bureau</u>		Authorized Users	
			C. Rand, Bureau Dir	
	Month:	June 2015	K. Mason, Div Mgr	
			C. Reich, Div Mgr	
	Credit Card:	<u>Visa/U.S. Bank</u>	C. Johnson, AD	
			J. Rowley, AD	
			P. Arrington, AD	
			R. Radeva, PSA III	
			S. Kim, Interim Div Mgr	
		Amount		
06/22/15	xxxx0746	12.82	George Miller Concord Site Costs	Educational Supplies
06/22/15	xxxx0746	112.89	EHS T & TA	Educational Supplies
06/22/15	xxxx0746	(99.90)	EHS T & TA	Educational Supplies
		25.81		
06/22/15	xxxx1907	9.96	Comm. Svc Block Grant	Membership
06/22/15	xxxx1907	750.00	Indirect Admin Costs	Membership
		759.96		
06/22/15	xxxx1907	168.39	HS Basic Grant	Minor Computer Equipment
06/22/15	xxxx1907	1,554.23	Indirect Admin Costs	Minor Computer Equipment
		1,722.62		
06/22/15	xxxx1899	75.00	Indirect Admin Costs	Misc Services/Supplies
06/22/15	xxxx2391	(48.11)	Indirect Admin Costs	Misc Services/Supplies
		26.89		
06/22/15	xxxx4959	1,013.91	HS Basic Grant	Training & Registration
06/22/15	xxxx4959	253.48	EHS Basis Grant	Training & Registration
06/22/15	xxxx8798	75.00	Child Care Svs Program	Training & Registration
06/22/15	xxxx1899	149.00	Child Care Svs Program	Training & Registration
06/22/15	xxxx1899	760.00	FACS Mental Health Program	Training & Registration
		2,251.39		

Total**4,786.67**

EMPLOYMENT & HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU
CHILD NUTRITION FOOD SERVICES
CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED
FY 2014-2015

Month covered	2015 June
Approved sites operated this month	12
Number of days meals served this month	22
Average daily participation	539
Child Care Center Meals Served:	
Breakfast	9,896
Lunch	11,860
Supplements	9,797
Total Number of Meals Served	31,553

**CAO Monthly Report
CSBG and Weatherization Programs
Year-to-Date Expenditures
As of June 30, 2015**

1. 2015 LIHEAP WX

Contract # 15B-3005
Term: Jan. 1, 2015 - Jan. 31, 2016
Amount: WX \$ 1,076,832

Total Contract	\$	1,076,832
Expenditures		(431,702)
Balance	\$	645,130
Expended		40%

2. 2015 LIHEAP ECIP/EHA 16

Contract # 15B-3005
Term: Jan. 1, 2015 - Jan. 31, 2016
Amount: EHA 16 \$ 999,353

Total Contract	\$	999,353
Expenditures		(485,489)
Balance	\$	513,864
Expended		49%

3. 2014 DEPARTMENT OF ENERGY (DOE WAP)

Contract # 14C-1805
Term: Aug 1, 2014 - June 30, 2015
Amount: \$ 128,758

Total Contract	\$	128,758
Expenditures		(128,756)
Balance	\$	2
Expended		100%

4. 2014 LIWP (LOW INCOME WX)

Contract # 15K-6003
Term: Jan 1, 2015 - Jan 31, 2017
Amount: \$ 537,538












Total Contract	\$	537,538
Expenditures		(23,974)
Balance	\$	513,564
Expended		4%

5. 2015 COMMUNITY SERVICES BLOCK GRANT (CSBG)

Contract # 15F-2007
Term: Jan. 1, 2015 - December 31, 2015
Amount: \$ 797,709

Total Contract	\$	797,709
Expenditures		(308,765)
Balance	\$	488,944
Expended		39%

JULY 2015 - COMMUNITY SERVICES BUREAU PRESCHOOL MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>ALL BREAKFAST & LUNCH SERVED WITH 1% LOW-FAT MILK</p> <p>*Indicates vegetable included in main dish</p> <p>WATER IS OFFERED THROUGHOUT THE DAY</p>		<p>1</p> <p><u>BREAKFAST</u> <u>NUTRITION EXPERIENCE</u> PINEAPPLE CHUNKS SPROUTED PLAIN BAGEL LOW-FAT CREAM CHEESE</p> <p><u>LUNCH</u> CHICKEN CHILAQUILES WITH CORN TORTILLA CHIPS RED CABBAGE SALAD WITH VINAIGRETTE DRESSING MANGO CHUNKS</p> <p><u>PM SNACK</u> HERBED COTTAGE CHEESE BROCCOLI & RED BELL PEPPER STRIPS</p> 	<p>2</p> <p><u>BREAKFAST</u> FRESH BANANA CORNFLAKE CEREAL</p> <p><u>LUNCH</u> TURKEY HAM & SWISS CHEESE HONEY MUSTARD DRESSING CUCUMBER STICKS FRESH CANTALOUPE SLICES WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u> <u>NUTRITION EXPERIENCE</u> ANTS ON THE LOG CELERY STICKS, SUNBUTTER & RAISINS</p>	<p>3</p> 
<p>6</p> <p><u>BREAKFAST</u> FRESH APPLE CORN CHEX CEREAL</p> <p><u>LUNCH</u> <u>NUTRITION EXPERIENCE</u> BAJA BEAN WRAP (refried beans, shredded cheese & chunky salsa) JICMA WITH LIME JUICE FRESH ORANGE WHOLE WHEAT TORTILLAS</p> <p><u>PM SNACK</u> WHOLE GRAIN FISH CRACKERS 1% LOW-FAT MILK</p> 	<p>7</p> <p><u>BREAKFAST</u> FRESH BANANA KIX CEREAL</p> <p><u>LUNCH</u> *BEEF & RICE CASSEROLE FRESH PLUM</p> <p><u>PM SNACK</u> SUNNY SALSA (mandarin oranges, pineapple chunks, bell peppers, & onions) CORN TORTILLA CHIPS</p> 	<p>8</p> <p><u>BREAKFAST</u> FRESH STRAWBERRIES CORNFLAKE CEREAL</p> <p><u>LUNCH</u> <u>NUTRITION EXPERIENCE</u> SUNBUTTER & JELLY SANDWICH STRING CHEESE BABY CARROTS FRESH APPLE</p> <p><u>PM SNACK</u> GRAHAM CRACKERS 1% LOW-FAT MILK</p>	<p>9</p> <p><u>BREAKFAST</u> <u>NUTRITION EXPERIENCE</u> MANGO CHUNKS SPROUTED SESAME BAGEL LOW-FAT CREAM CHEESE</p> <p><u>LUNCH</u> LIMEADE CHICKEN BREAST SPRING SALAD MIX WITH VINAIGRETTE DRESSING FRESH ORANGE STEAMED BROWN RICE</p> <p><u>PM SNACK</u> COTTAGE CHEESE PINEAPPLE TIDBITS</p>	<p>10</p> <p><u>BREAKFAST</u> FRESH BANANA SUNBUTTER WHOLE WHEAT TORTILLA</p> <p><u>LUNCH</u> <u>NUTRITION EXPERIENCE</u> EGG SALAD SANDWICH LOW-FAT YOGURT FRESH STRAWBERRIES CELERY STICKS WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u> FRESH BROCCOLI & CAULIFLOWER FLORETS VEGETABLE DRESSING WHEAT THIN CRACKERS</p> 
<p>13</p> <p><u>BREAKFAST</u> FRESH APPLE RICE CHEX CEREAL</p> <p><u>LUNCH</u> <u>NUTRITION EXPERIENCE</u> *VEGGIE PITA POCKET (shredded cheese, lettuce, carrots, sliced cucumbers & low-fat ranch dressing) HARD BOILED EGG FRESH ORANGE SLICES PITA POCKET SLICES</p> <p><u>PM SNACK</u> <u>NUTRITION EXPERIENCE</u> RAISIN BREAD SUNBUTTER</p>	<p>14</p> <p><u>BREAKFAST</u> FRESH KIWI KIX CEREAL</p> <p><u>LUNCH</u> <u>NUTRITION EXPERIENCE</u> BBQ BEEF ON ROLL SWEET SUMMER SALAD (cabbage, raisin & apples) FRESH STRAWBERRIES HAMBURGER BUN</p> <p><u>PM SNACK</u> WHEAT CRACKERS CHEESE SLICE</p> 	<p>15</p> <p><u>BREAKFAST</u> FRESH ORANGE WHOLE WHEAT CINNAMON TOAST</p> <p><u>LUNCH</u> OVEN BAKED CHICKEN DRUMSTICKS BROCCOLI SALAD FRESH APPLE DINNER ROLL</p> <p><u>PM SNACK</u> FRIENDS TRAIL MIX (kix, cherrios, corn chex, raisins, pretzels, & dried apricots) 1% LOW-FAT MILK</p>	<p>16</p> <p><u>BREAKFAST</u> FRESH BANANA CHERRIOS</p> <p><u>LUNCH</u> <u>NUTRITION EXPERIENCE</u> TURKEY & JACK CHEESE SANDWICH MAYO & MUSTARD DRESSING SALAD GREENS & SLICED TOMATOES FRESH PEACH WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u> LOW-FAT PLAIN YOUTR FRUIT COCKTAIL HOMEMADE GRANOLA</p> 	<p>17</p> <p><u>BREAKFAST</u> MANGO CHUNKS BLUEBERRY MUFFIN SQUARE</p> <p><u>LUNCH</u> <u>NUTRITION EXPERIENCE</u> CHICKEN SALAD SANDWICH BABY CARROTS (NO DRESSING) FRESH HONEYDEW MELON SPROUTED SOURDOUGH BREAD</p> <p><u>PM SNACK</u> FRESH APPLE SLICES SUNBUTTER</p> 
<p>20</p> <p><u>BREAKFAST</u> FRESH ORANGE BRAN CEREAL</p> <p><u>LUNCH</u> <u>NUTRITION EXPERIENCE</u> BEAN BURRITO WITH CHEESE SHREDDED RED CABBAGE & JICMA SALAD FRESH KIWI WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK</u> CINNAMON BUG BITE CRACKERS 1% LOW-FAT MILK</p> 	<p>21</p> <p><u>BREAKFAST</u> FRESH APPLE CRISPIX CEREAL</p> <p><u>LUNCH</u> *GROUND BEEF & SPANISH RICE WITH VEGETABLES (ground beef, brown rice & vegetables) FRESH APRICOT</p> <p><u>PM SNACK</u> HOMEMADE PICO DE GALLO CORN TORTILLA CHIPS 1% LOW-FAT MILK</p>	<p>22</p> <p><u>BREAKFAST</u> <u>NUTRITION EXPERIENCE</u> PINEAPPLE CHUNKS CINNAMON RAISIN BAGEL LOW-FAT CREAM CHEESE</p> <p><u>LUNCH</u> BBQ CHICKEN DRUMSTICKS POTATO SALAD FRESH WATERMELON SPROUTED SOURDOUGH BREAD</p> <p><u>PM SNACK</u> ANIMAL CRACKERS 1% LOW-FAT MILK</p> 	<p>23</p> <p><u>BREAKFAST</u> FRESH BANANA OLD FASHION ROLLED OATS WITH CINNAMON VANILLA & RAISINS</p> <p><u>LUNCH</u> <u>NUTRITION EXPERIENCE</u> PIZZA BURGER SHREDDED CHEESE ROMAINE LETTUCE, TOMATOES & CUCUMBER SALAD FRESH APPLE SPROUTED HAMBURGER BUN</p> <p><u>PM SNACK</u> <u>NUTRITION EXPERIENCE</u> BUTTERFLIES (celery sticks, sunbutter & pretzels) 1% LOW-FAT MILK</p>	<p>24</p> <p><u>BREAKFAST</u> FRESH KIWI CORN CHEX CEREAL</p> <p><u>LUNCH</u> <u>NUTRITION EXPERIENCE</u> TUNA SALAD SANDWICH RAINBOW COLESLAW WITH CHEESE FRESH ORANGE WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u> BANANA BREAD SQUARE 1% LOW-FAT MILK</p>
<p>27</p> <p><u>BREAKFAST</u> FRESH APPLE RICE CHEX CEREAL</p> <p><u>LUNCH</u> <u>NUTRITION EXPERIENCE</u> *VEGETABLE WRAP (salad greens, romaine, diced tomatoes, green peppers, mushrooms, & shredded carrots) SHREDDED CHEESE HARDBOILED EGG FRESH PEACH WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK</u> WHOLE GRAIN CHEESE CRACKERS 1% LOW-FAT MILK</p>	<p>28</p> <p><u>BREAKFAST</u> FRESH KIWI BRAN CEREAL</p> <p><u>LUNCH</u> *TURKEY & BLACK BEAN CHILI FRESH ORANGE WHOLE WHEAT CRACKERS</p> <p><u>PM SNACK</u> FRESH FRUIT SALAD (low-fat plain yogurt, apples, raisins, strawberries, & cinnamon)</p>	<p>29</p> <p><u>BREAKFAST</u> FRESH BANANA CHERRIOS</p> <p><u>LUNCH</u> CURRY CHICKEN SALAD MARINATED CUCUMBERS & TOMATOES FRESH PLUM PITA POCKET BREAD</p> <p><u>PM SNACK</u> EARLY CLOSURE</p>	<p>30</p> <p><u>BREAKFAST</u> FRESH APRICOT CREAM OF WHEAT CEREAL</p> <p><u>LUNCH</u> *BEEF SPAGHETTI CASSEROLE FRESH CANTALOUPE SLICES</p> <p><u>PM SNACK</u> SWEET POTATO BREAD SQUARE 1% LOW-FAT MILK</p> 	<p>31</p> <p><u>BREAKFAST</u> FRESH STRAWBERRIES CORNFLAKE CEREAL</p> <p><u>LUNCH</u> <u>NUTRITION EXPERIENCE</u> HAWAIIAN CHICKEN WRAP (broccoli, carrots, pineapple, & spinach) FRESH APPLE WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK</u> FRESH BANANA SUNBUTTER</p>



**Contra
Costa
County**

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: August 25, 2015

Subject: REFER PACE OPERATING AGREEMENT TO THE INTERNAL OPERATIONS COMMITTEE

RECOMMENDATION(S):

REFER to the Internal Operations Committee and review of the County's PACE program operating agreement for possible amendment.

FISCAL IMPACT:

None.

BACKGROUND:

On June 16, 2015, the Board of Supervisors approved the County's participation in PACE (property assessed clean energy) financing programs and directed the Department of Conservation and Development to implement an application process to enable PACE financing providers to apply to operate PACE programs in Contra Costa County. PACE providers have subsequently raised concerns about the form of the County's operating agreement and related PACE policies. I am recommending that the PACE operating agreement be referred to the Internal Operations Committee in order to provide an opportunity for these concerns to be re-examined in the context of the Board's goals for this program.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board elect not to refer this matter to its committee, the County's PACE program will be implemented with the operating agreement and policies that were approved by the Board of Supervisors on June 16, 2015.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 2015

, County Administrator and Clerk of the Board of Supervisors

Contact:

By: , Deputy

cc: County Building Official, IOC Staff, Auditor-Controller, Treasurer-Tax Collector

ATTACHMENTS

CCC PACE Application Form

CCC PACE Operating
Agreement

Contra Costa County
Department of
Conservation and Development
30 Muir Road, Martinez, CA 94553
PHONE: 925-674-
FAX: 925-674-



**PROPERTY ASSESSED CLEAN
ENERGY (PACE)
PROGRAM APPLICATION
FORM**

APPLICANT INFORMATION

Applicant (PACE Financing Joint Powers Authority):
Program Name:

Statutory Authority for PACE Financing and Contractual Assessments (check one):

- ☐ The Improvement Act of 1911 (Streets and Highways Code section 5898.10 et seq. AB 811)
☐ The Mello-Roos Community Facilities Act (Government Code section 53311 et seq. SB 555)

Mailing Address:

Program Site (if different):

Primary Contact:

Title:

Phone:

Email:

REQUIRED INFORMATION

1. Contra Costa County requires PACE programs to participate in the State of California's PACE Loss Reserve Program, administered by CAEATFA. Please provide evidence of your current participation in this program, and a copy of all application materials submitted to CAEATFA. Please update this information if changes have been made since your application materials were submitted to CAEATFA. Information should be submitted to the County in the same sequence as listed on the CAEATFA PACE Program Application form.
2. In addition to the PACE Loss Reserve Program application materials in 1. above, please describe how your program addresses the following topics: Program Eligibility; Underwriting Criteria; Contractor Restrictions; Energy Audit Requirements; Treatment of State or Federal Rebate or Incentive Programs; Eligible Costs to be Financed; Minimum and Maximum Assessment Amounts; Financing Term (time duration of financing); Current Interest Rates; Fees Assessed to Property Owners; Program Reserve Fund.
3. Contra Costa County requires PACE programs to disclose all financial risks to potential program participants, including risks associated with Federal Housing Finance Agency (FHFA) regulation of mortgage financing. Please describe how disclosure information is provided to program participants and provide copies of supporting materials.
4. Provide the following: the form of Resolution and any other documents requiring approval by the County to initiate the County's participation in the proposed PACE program; the form of the contractual assessment required of participating property owners; executed agreements between the public agency sponsoring the PACE financing district and parties responsible for administering the PACE program on behalf of the sponsoring agency; and any relevant Joint Powers Authority agreement.

ADDITIONAL PROGRAM REQUIREMENTS

- ☐ PACE Providers operating PACE programs in Contra Costa County are required to enter into an Operating Agreement with the County. A copy of the form Operating Agreement is attached to this application form. Initial here to indicate your acknowledgment of this requirement _____.
- ☐ PACE program applicants are required to provide an initial deposit of \$5,000 to process the application. Please initial here to acknowledge that your deposit payment is attached to this form _____.

Signature (PACE Financing Joint Powers Authority):_____ Title:_____ Date:_____

**OPERATING AGREEMENT BETWEEN
CONTRA COSTA COUNTY AND PACE PROVIDER FOR
PROPERTY ASSESSED CLEAN ENERGY (PACE) FINANCING**

This agreement ("Agreement"), dated as of _____, 2015 ("Effective Date"), is by and between Contra Costa County, a political subdivision of the State of California (the "County"), and _____, a California limited joint powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following (the "PACE Provider").

RECITALS

A. Property Assessed Clean Energy (PACE) financing is a method of providing loans to property owners to finance permanent energy efficiency improvements on real property. A property owner who obtains a PACE loan repays the loan by entering into an agreement that allows an assessment to be levied on the property. These assessments are known as voluntary contractual assessments.

B. Voluntary contractual assessments that are utilized to finance the installation of energy efficiency improvements on real property are authorized by (1) the Improvement Act of 1911, as amended by AB 811 (Streets and Highways Code Section 5898.10 et seq.) ("Improvement Act") and (2) the Mello-Roos Community Facilities Act of 1982, as amended by SB 555 (Government Code Section 53311 et seq. ("Mello-Roos Act").

C. The PACE Provider is a joint exercise of powers authority that was created to establish a PACE financing program. The PACE Provider has established the _____ Program ("PACE Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by property owners participating in the PACE Program. Under the PACE Program, the PACE Provider accepts applications from eligible property owners, conducts assessment proceedings, and levies assessments.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:

- a. "PACE Administrator" means an independent contractor of the PACE Provider that markets, administers and carries out the PACE Program on behalf of the PACE Provider.

- b. "Eligible Improvement" is a renewable energy improvement, energy efficiency improvement or other improvement authorized by the Improvement Act, the Mello-Roos Act or other state law pertaining to voluntary contractual assessments.
- c. "Participating Contractor" is any contractor that installs Eligible Improvements that are funded by a PACE Provider.
- d. "Program Participant" is a property owner who enters into a voluntary contractual assessment with the PACE Provider.
- e. "Property Assessed Clean Energy (PACE) Financing" is a means of financing Eligible Improvements as authorized by the Improvement Act, the Mello-Roos Act, or other state law pertaining to voluntary contractual assessments.

2. General Requirements.

- a. PACE Provider's Specified Services. The PACE Provider may offer and provide Property Assessed Clean Energy Financing to property owners in the unincorporated areas of the County. The PACE Provider is solely responsible for the formation, operation and administration of the PACE Program, including the conduct of assessment proceedings, the levy and collection of assessments, and the offer, sale and administration of any bonds issued by the PACE Provider on behalf of the PACE Program.
- b. Cooperation with County. The PACE Provider shall independently operate its program and cooperate with the County and County staff as described in this Agreement.
- c. Performance Standard. The PACE Provider shall provide PACE Financing in a manner consistent with the level of competency and standard of care normally observed by an organization providing PACE Financing pursuant to the Improvement Act or Mello-Roos Act.

3. Disclosure Requirements.

The PACE Provider shall do all of the following:

- a. Disclose in writing to potential Program Participants the financial risks associated with PACE Financing, including the risks associated with federal regulation and administration of mortgage financing and the position of the Federal Housing Finance Agency (FHFA) on PACE lending. The disclosure materials must include a copy of the August 20, 2014 FHFA letter to Santa Clara County regarding PACE lending, which is attached and incorporated herein as Attachment A.

- b. Require potential Program Participants to sign a written acknowledgment of the Federal Housing Finance Agency (FHFA) position on PACE liens.
- c. Require Program Participants who own non-residential properties to obtain written consent to participate in the PACE Program from any lender that has outstanding loans to the Program Participant.
- d. Provide federal Truth in Lending Act disclosure details to the applicant specific to the requested amount of the financing.
- e. Advise potential Program Participants of available state or federal rebate or incentive programs.
- f. Require each Program Participant to obtain from the County all building permits for improvements.

4. Financial Requirements.

- a. The PACE Provider shall administer and review Program Participant eligibility and determine the Eligible Improvement costs to be financed.
- b. The PACE Provider shall establish its own interest rates, payback terms and fees.
- c. The PACE Provider shall participate in the State of California's PACE Loss Reserve Program, administered by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), and provide evidence of current participation and copies of all application materials submitted to CAEATFA. If the State discontinues the PACE Loss Reserve Program, or if the County determines that the State's PACE Loss Reserve Program does not provide adequate coverage, then the County may terminate this Agreement unless the County is satisfied with coverage by an alternative loan loss reserve program.
- d. For residential properties with an assessed value of less than \$700,000, the PACE Provider will ensure that the loan amount to a Program Participant does not exceed 15% of the assessed value of the property. For residential properties with an assessed value greater than \$700,000, the PACE Provider will ensure that the loan amount does not exceed 10% of the assessed value of the property.
- e. For non-residential properties, the PACE Provider will ensure that the loan amount does not exceed 20% of the assessed value of the property.
- f. The PACE Provider shall ensure that any loans existing prior to the proposed PACE lien have an aggregate amount of no more than 90% of the

assessed value of the property, including all mortgage-related debt as determined as of the date the assessment contract is executed.

- g. The PACE Provider shall ensure that the total property taxes and assessments for each property that will have PACE Financing will not exceed 5% of the assessed value of the property as determined as of the date the assessment contract is executed.
- h. The PACE Provider shall verify that each Program Participant is current on all property taxes and has not made late payments in the past three years, and verify that each Program Participant has not filed for bankruptcy in the past three years.
- i. It is the PACE Provider's obligation to coordinate with the Auditor-Controller's Office each year regarding delinquent assessments.

5. Reports.

For each property that has entered into a voluntary contractual assessment through the PACE Provider, the PACE Provider shall provide project information and data in an accessible electronic format to the County on a monthly and annual basis and upon request, including but not limited to the following:

- a. The Assessor's Parcel Number (APN) and property type (residential or non-residential) of the property.
- b. The amount of the contractual assessment.
- c. All installed Eligible Improvements financed through PACE Financing.
- d. The solar STC-DC rating in watts or kilowatts of each Eligible Improvement.
- e. The expected financial and energy savings associated with each Eligible Improvement.

6. Participating Contractor Obligations. The PACE Provider shall ensure that each Participating Contractor agrees to and abides by the following terms and conditions:

- a. Each Participating Contractor shall have all required California State License Board licenses and all other required State and County licenses.
- b. Each Participating Contractor's bonding must be in good standing.
- c. Each Participating Contractor shall hold harmless, indemnify and defend the County as set forth in Section 9 (c).
- d. Each Participating Contractor shall have insurance as required in Section 12 (b).

- e. Participating Contractors and their representatives, employees, and agents shall not represent themselves as agents, representatives, contractors, subcontractors, or employees of the County or the Department of Conservation and Development or claim association or affiliation with the County or Department of Conservation and Development.
- 7. Agreement with County Auditor-Controller. The PACE Provider will enter into a separate agreement with the Contra Costa County Auditor-Controller for the administration of property tax assessments placed on properties through the PACE Financing program.
- 8. Agreement with Program Participant. Each voluntary contractual assessment between the PACE Provider and a Program Participant shall require the Program Participant to hold harmless, indemnify and defend the County in accordance with the terms set forth in Attachment B, attached hereto. The terms set forth in Attachment B shall be incorporated into the PACE Provider's voluntary contractual assessment with each Program Participant for PACE Financing.
- 9. Indemnification and Release.
 - a. Indemnification Obligation of the PACE Provider. To the fullest extent not prohibited by applicable law, the PACE Provider shall defend, indemnify, protect, save, and hold harmless the County, the County Auditor-Controller, the County Treasurer-Tax Collector, their respective employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors and assigns (collectively and individually the "Indemnitees"), from any and all claims, cost, loss, liability, expense, damage (including consequential damages), or other injury, claim, action or proceeding (collectively "Liability") arising out of or connected with this Agreement or activities taken by the parties pursuant to this Agreement, including: (i) any claim, action or proceeding to attack, set aside, void, abrogate, rescind or annul this Agreement or the actions of either party under this Agreement; (ii) the placement or collection of assessments on participating properties; or (iii) the acts, errors or omissions of the PACE Provider, its officers, employees, agents, contractors, subcontractors, or any person under its direction or control in connection with this Agreement; and will make good to and reimburse Indemnitees for any expenditures, including reasonable attorney's fees, the Indemnitees may make by reason of such matters. If requested by any of the Indemnitees, the PACE Provider will defend any such suits at the sole cost and expense of the PACE Provider with counsel selected or approved by the Contra Costa County Counsel.

The PACE Provider's obligations under this section will exist regardless of concurrent negligence or willful misconduct on the part of any Indemnatee or any other person; provided, however, that the PACE Provider will not be required to indemnify Indemnitees for the proportion of Liability a court determines is attributable to the sole negligence or willful misconduct of the County, its

governing body, officers or employees. This indemnification clause shall survive the termination or expiration of this Agreement.

b. PACE Provider's Release. To the fullest extent not prohibited by applicable law, the PACE Provider hereby releases and forever discharges the County, the County Auditor-Controller, the County Treasurer-Tax Collector, their respective employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors and assigns (collectively "Released Parties"), from any and all claims, cost, loss, liability, expense, damage (including consequential damages), or other injury, claim, action or proceeding (including without limitation, attorneys fees and expenses), which the PACE Provider now has or could assert in any manner arising out of or connected with this Agreement, the subject matter of this Agreement, or activities taken by the parties pursuant to this Agreement, including any claim, action or proceeding to attack, set aside, void, abrogate, rescind or annul this Agreement or the actions of either party under this Agreement. The PACE Provider knowingly waives the right to make any claim against the Released Parties for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The rights and obligations contained in this paragraph will survive termination of this Agreement.

c. Indemnification and Release Obligations of Participating Contractors and PACE Administrator. The PACE Provider must require each Participating Contractor and PACE Administrator to release, defend, indemnify, protect, save, and hold harmless the County, the County Auditor-Controller, the County Treasurer-Tax Collector, their respective employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors and assigns, to the same extent as the indemnity and release provided by the PACE Provider to the County in sections 9(a) and 9(b) of this Agreement.

10. Term of Agreement. The term of this Agreement shall be from the Effective Date until termination in accordance with the provisions of Section 11, Termination.

11. Termination.

a. Termination without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, the County or PACE Provider shall have the right, in its sole discretion, to terminate this Agreement by

giving 30 days' written notice to the other Party of this Agreement. This Agreement may be cancelled immediately by written mutual consent.

- b. Termination for Cause. Notwithstanding any other provision of this Agreement, if the PACE Provider fails to uphold any of its obligations under this Agreement, or otherwise violates any of the terms of this Agreement, the County may immediately terminate this Agreement by giving the PACE Provider written notice of such termination, stating the reason for termination.
- c. Discontinuation of PACE Program. Upon 24 hours' notice from the County, the PACE Provider shall immediately discontinue its residential PACE Program in the County's unincorporated area if the Federal Housing Finance Authority (FHFA) takes any action in California pertaining to PACE Financing, as it relates to Fannie Mae and Freddie Mac mortgages, that the County determines will create an undue liability to the County or Program Participants.
- d. Delivery of Data and Information upon Termination. In the event of termination and within 14 days following the date of termination, the PACE Provider must deliver to County all data and information for all properties with contractual assessments, as specified in Section 5, Reports.
- e. Effect of Termination. If the Board of Supervisors terminates this agreement pursuant to this Section 11, the PACE Provider may not solicit new assessment contracts within the unincorporated areas of the County.
- f. Upon termination of this Agreement or the discontinuance of the PACE Program, the PACE Provider shall continue to administer all voluntary assessment contracts that exist at the time of the termination.

12. Insurance.

- a. The PACE Provider is self-insured, and shall provide the County with a letter of self-insurance within 30 days after the effective date of this Agreement.
- b. The PACE Provider will ensure that the following insurance requirements are incorporated into all contracts entered into by the PACE Provider with each PACE Administrator and Participating Contractor, or their respective contractors, subcontractors or assigns, in connection with this Agreement: (1) each PACE Administrator and Participating Contractor must maintain workers' compensation insurance pursuant to state law; (2) each PACE Administrator and Participating Contractor must maintain commercial general liability insurance, including contractual liability (or blanket contractual) coverage, owners' and contractors' protective coverage, and

broad form property damage coverage, with a minimum of \$2 million per occurrence; (3) each Participating Contractor must maintain builders' risk insurance in an amount equal to the construction contract amount, with a waiver of subrogation for the County, and naming the County as additional insured; (4) each PACE Administrator and Participating Contractor must maintain vehicle liability insurance with a minimum combined single-limit coverage of \$500,000 per occurrence; and (5) each PACE Administrator shall maintain Professional Liability Errors and Omissions Insurance coverage at \$1,000,000 per occurrence or aggregate limit. Each PACE Administrator and Participating Contractor shall provide certificates of insurance to the County, copies of policies, or endorsements evidencing the above insurance coverage and requiring at least 30 days' written notice to the County of policy lapse, cancellation, or material change in coverage. The commercial general liability insurance and vehicle liability insurance shall include endorsements naming the County, and its governing body, officers, agents and employees, as additional insured. The aforementioned insurance policies shall contain a provision that the insurance afforded thereby to the additional insureds shall be primary insurance to the full limits of the policy and that, if any of the additional insureds has other insurance or self-insurance against a loss covered by such policy, such insurance or self-insurance shall be excess insurance only.

13. Miscellaneous Provisions.

- a. Independent Contractor Status. The parties intend that the PACE Provider, in implementing and operating the PACE Program, is an independent contractor, and that the PACE Provider will control the work and the manner in which it is performed. This Agreement is not to be construed to create a relationship between the parties of agent, servant, employee, partnership, joint venture, or association. The PACE Provider is not a County employee. This Agreement does not give the PACE Provider any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees.
- b. Compliance with the Law. The PACE Provider is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Agreement, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
- c. Authorization. The PACE Provider represents and warrants that it has full power and authority to enter into this Agreement and to perform the obligations set forth herein.
- d. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the

violation of statute, ordinance, regulation, or law. The parties agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. The PACE Provider and the County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other.

- i. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- j. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.
- k. Choice of Law. This Agreement is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- l. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- m. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion, expiration or termination for any reason.
- n. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.
- o. Entire Agreement. This Agreement 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 Agreement will be deemed to exist or to bind any of the parties hereto.
- p. Duplicate Counterparts. This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

PACE PROVIDER

CONTRA COSTA COUNTY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTACHMENT B

WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION PROVISIONS

ASSESSMENT CONTRACT BETWEEN PACE PROVIDER AND PROGRAM PARTICIPANT

1. Waiver of Assessment Proceedings.

Because this Agreement between the PACE Provider and Program Participant reflects the Program Participant's free and willing consent to pay the Assessment, the Program Participant hereby waives any otherwise applicable requirements of Article XIII D of the California Constitution or any other provision of California law for an engineer's report, notice, public hearing, protest or ballot. The Program Participant hereby waives the right to repeal the Assessment by initiative or any other action, or to file any lawsuit or other proceeding to challenge the Assessment or any aspect of the proceedings of the PACE Provider undertaken in connection with the PACE Program.

2. Responsibility for Eligible Improvements.

The Program Participant hereby agrees that the Program Participant and its successors in interest to fee title in the property shall be solely responsible for the installation, operation and maintenance of the Eligible Improvements. The Program Participant hereby acknowledges that the Program Participant and its successors in interest to fee title in the property will be responsible for payment of the Assessment regardless of whether the Eligible Improvements are properly installed, operated or maintained as expected.

The Program Participant hereby agrees that the PACE Provider is entering into this Agreement solely for the purpose of assisting the Program Participant with the financing of the installation of the Eligible Improvements, and that the PACE Provider, PACE Administrator and the County shall have no responsibility of any kind for, and shall have no liability arising out of, the installation, operation, financing, refinancing or maintenance of the Eligible Improvements.

3. Indemnification Obligation of Program Participant.

To the fullest extent not prohibited by applicable law, the Program Participant shall defend, indemnify, protect, save, and hold harmless the PACE Provider, PACE Administrator, Contra Costa County, the County Auditor-Controller, the County Treasurer-Tax Collector, their respective employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors and assigns (collectively and individually the "Indemnitees") from any and all claims, cost, loss, liability, expense, damage (including consequential damages), or other injury, claim, action or proceeding (collectively "Liability") arising out of or connected with this Agreement or activities taken by the parties pursuant to this Agreement, the Operating Agreement between the

PACE Provider and Contra Costa County, or the agreement between the PACE Provider and the PACE Administrator, including: (i) any claim, action or proceeding to attack, set aside, void, abrogate, rescind or annul said Agreements or the actions of either party under said Agreements; (ii) the placement or collection of assessments on participating properties; or (iii) the acts, errors or omissions of the Program Participant, its officers, employees, agents, contractors, subcontractors, or any person under its direction or control in connection with this Agreement or the PACE Program; and will make good to and reimburse Indemnitees for any expenditures, including reasonable attorney's fees, the Indemnitees may make by reason of such matters. If requested by any of the Indemnitees, the Program Participant will defend any such suits at the sole cost and expense of Program Participant with counsel selected or approved by the affected Indemnitees.

The Program Participant's obligations under this section will exist regardless of concurrent negligence or willful misconduct on the part of any Indemnatee or any other person; provided, however, that the Program Participant will not be required to indemnify any Indemnatee for the proportion of Liability a court determines is attributable to the sole negligence or willful misconduct of that Indemnatee. This indemnification clause shall survive the termination or expiration of this Agreement.

4. Release.

To the fullest extent not prohibited by law, the Program Participant hereby releases and forever discharges the PACE Provider, PACE Administrator, Contra Costa County, the County Auditor-Controller, the County Treasurer-Tax Collector, their respective employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors and assigns (collectively "Released Parties") from any and all claims, cost, loss, liability, expense, damage (including consequential damages), or other injury, claim, action or proceeding (including without limitation, attorneys' fees and expenses), which the Program Participant now has or could assert in any manner arising out of or connected with the subject matter of this Agreement, the Operating Agreement between the PACE Provider and Contra Costa County, or the agreement between the PACE Provider and the PACE Administrator, or activities taken by the Released Parties pursuant to said Agreements, including any claim, action or proceeding to attack, set aside, void, abrogate, rescind or annul said Agreements or the placement or collection of assessments on participating properties. The Program Participant knowingly waives the right to make any claim against the Released Parties for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The waivers, releases and agreements set forth in this document shall survive termination of the Agreement.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 25, 2015

Subject: Response to Civil Grand Jury Report No.1511 "County Timekeeping Practices"

RECOMMENDATION(S):

APPROVE the response to Civil Grand Jury Report No. 1511, "County Timekeeping Practices" 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 June 8, 2015, the County received the 2014-15 Civil Grand Jury Report No. 1511 entitled, "County Timekeeping Practices". The report was received by the Board of Supervisors and subsequently referred to the County Administrator on the June 16, 2015 Board of Supervisors agenda (Item no. C.151) 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;

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☐ 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 25, 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, Harjit S. Nahal, Assistant County Auditor, Elizabeth Verigin, Assistant County Auditor

BACKGROUND: (CONT'D)

>

whether each recommendation has been implemented, has not been implemented, or requires further analysis; and 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.

The Board of Supervisors is required to respond to Findings F2-F4 and F7-F10 and to Recommendations R1, R2, R4, R5, R7, and R9. The Auditor-Controller is required to respond to Findings F1 and F4-F6 and Recommendations R3, R6, and R8. Attached is the combined response.

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 September 6, 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

Grand Jury Report No. 1511

Response to Grand Jury Report No. 1511

**A REPORT BY
THE 2014-2015 CONTRA COSTA COUNTY GRAND JURY**
725 Court Street
Martinez, California 94553

Report 1511

County Timekeeping Practices

Need for Accuracy in Recording Time & Remedies for Inaccuracy

APPROVED BY THE GRAND JURY:

Date: June 8, 2015

Sherry Rufini
SHERRY RUFINI
GRAND JURY FOREPERSON

ACCEPTED FOR FILING:

Date: June 8, 2015

John T. Laettner
JOHN T. LAETTNER
JUDGE OF THE SUPERIOR COURT

Contra Costa County Grand Jury Report 1511

County Timekeeping Practices

Need for Accuracy in Reporting Time & Remedies for Inaccuracy

TO: The Contra Costa County Board of Supervisors

Contra Costa County Auditor-Controller

SUMMARY

A critical function of any business or government agency is to ensure that its employees are properly compensated based on the time and services that they have provided. To do so, employers must have a system in place for employees to record time worked, as well as job functions performed, since pay for a job classification may vary based on the work an employee carries out.

The elements of timekeeping must allow for enough flexibility to accurately capture schedules and duties that earn additional pay. However, the more elaborate the timekeeping system, the more difficult it is for employees to accurately record time worked and specific work performed. Difficulties can lead to errors, which may be the result of inadequate training, lack of knowledge of changes and updates, or simple misunderstandings. It may also open the door to deliberate misstatement of time worked and duties performed.

Both honest errors and deliberate falsification can be identified by operational timekeeping audits and through inquiries or complaints from other employees. The latter method of identification requires an avenue for employees to report instances of perceived abuse without fear of retaliation, a “whistleblower” program.

However errors are identified, immediate response is essential to prevent abuse from becoming widespread. Errors can be minimized by thoroughly training employees at hire, and then at regular intervals during their employment to provide updates and changes. Allegations of deliberate falsification must be immediately and thoroughly investigated, with consistent enforcement of consequences.

While Contra Costa County’s (the County) timekeeping system is complex, timekeeping training for new hires is inconsistent and inadequate. Department

operational audits do not include any review of how time worked is recorded. The County does not have a whistleblower program to report suspected timekeeping abuse or fraud.

The following actions could help correct these weaknesses:

- ☐ Provide more thorough and consistent timekeeping training.
- ☐ Include attestations of accuracy on timesheets.
- ☐ Require oversight by supervisors or managers.
- ☐ Include timekeeping in operational audits, and recommend corrective retraining as needed.
- ☐ Educate employees about whistleblower procedures.
- ☐ Institute a link to the whistleblower program on the County intranet.

The focus of this report is the County's timekeeping practices, employees' obligations and responsibilities for accuracy, and remedies for timekeeping errors and suspected abuse and/or fraud.

BACKGROUND

Contra Costa County has more than 10,500 employees. Of these employees, roughly 80% are full or part time salaried employees and 20% are hourly employees. Salaried employees earn additional pay under various circumstances. Some of the more common examples of the 230 variable timekeeping pay codes are overtime pay, shift differential pay, hazard pay, on-call pay, and call-back pay.

The County has a monthly pay cycle that runs on the 10th of the month for salaried employees. These employees may opt to receive up to one-third of their monthly pay as an advance on the 25th of the month preceding the regular pay cycle for the payment. Most salaried employees have chosen to receive this advance. County employees who are hourly are on a semi-monthly pay cycle. These employees receive their pay on the 10th and 25th of the month. This pay cycle structure adds one of many levels of complexity to the payroll system.

In the late 1990s, technology made the process of timekeeping and payroll an automated function allowing for consolidation of timekeeping and payroll systems. The County began a staged rollout of a system called Kronos to County Departments in 1998 with the final department going on-line in 1999. However, before this rollout began, the initial implementation of the Kronos system revealed that, as configured, Kronos would not be operationally feasible for the County because it only allowed the input of timekeeping data one employee at a time. With 10,300 County employees at that time, single employee entry input was not practical. The Auditor-Controller's office worked with Kronos and developed the Rapid Data Entry system as a solution. The Rapid Data Entry system allowed departments to select multiple employees within a department or division and enter individual employee time codes on a single data entry screen. Kronos and Rapid

Data Entry systems are still in use today. Together these systems send the timekeeping data to the County payroll program called PeopleSoft. The potential for timekeeping fraud is prevalent due to confusion about pay code use. Different clerks may enter information about the same work performed by the same position but using different pay codes, resulting in incommensurate pay or benefits. For example, employees may incorrectly receive pension compensable time for time that should not be coded as pension compensable. Timekeeping audits are not performed on timekeeping records to ensure accuracy.

If a County employee suspects fraud or other timekeeping abuses taking place, the employee has no readily available avenue for reporting it. The County does not have its own whistleblower policy or procedures in place.

DISCUSSION

Timekeeping in the County is complex due to the large number of employees, multiple bargaining units and a high degree of decentralization. At least 28 departments operate independently throughout the County. Fifteen unions with 19 Memoranda of Understanding (MOU) create 30 bargaining units, and generate approximately 90 different sets of rules for the application of the various pay codes within each position in the County.

Of the County's 10,500 employees, approximately 80% are full or part time salaried employees, while the remaining 20% are hourly employees. Job description and pay grade determine compensation for the salaried employees. Many of these employees are eligible for variable compensation, which is determined by the governing MOU. These detail types and rates of compensation applicable to the variable pay codes. Currently there are 230 timekeeping pay codes in effect.

The County's current system is based on employees manually recording their time on a timesheet or timecard. The timesheet, which is signed by the employee and the employee's supervisor or manager, contains no attestation or certification of accuracy by either. The addition of an attestation is widely accepted to be a strong deterrent against abuse or fraud and mandates review and verification by management. To date, the County has not implemented a way to verify the accuracy of a timesheet. The information from the timesheet is then entered by a pay clerk who assigns a pay code that he or she interprets to be correct. The Auditor-Controller's Office runs payroll queries that have caught inaccurate timecode entries. An example is when employees performing exactly the same work, but in different locations, have had their work assigned to different pay codes because different pay clerks, even in the same department, may not share the same interpretation of the pay code. However, not all inaccuracies are identified by these queries. In a 2013 *Contra Costa Times* column, Daniel Borenstein, wrote that doctors at the Regional Medical Center were receiving on-call pay when they were actually not on-call. Because of this article, the Auditor-Controller's Office has since

increased the number of payroll queries, but does not include timekeeping records as part of these operational audits.

With over 50 payroll clerks entering pay codes for over 10,500 employees, governed by 19 different MOUs, centralized training is not feasible. However, department-specific procedures could be codified and made available. Without these written procedures, employees who fill out their own timesheets are left to be trained by payroll clerks, supervisors, or managers, many of whom have not themselves received department-specific training.

Beginning in 2012, the County began working with ADP, an industry-leading payroll service, to update their payroll and timekeeping systems. One critical aspect of a new system is the implementation of a scheduling system. The ADP version is called eTime scheduler and is a component of the timekeeping system.

In anticipation of rolling out a new timekeeping system, the County Administrator's Office released Administrative Bulletin 435. This bulletin establishes policy, procedures, and criteria, for the evaluation, authorization, and implementation for the already-existing 9/80 work schedules. A 9/80 work schedule allows an employee to work 80 hours in nine days instead of ten days. Its purpose, as outlined in this bulletin "is to enhance County service and accommodate employee lifestyle and work preference while not adversely affecting the interest of the County, departments, other employees, or the public." These schedules, in conjunction with existing County-approved schedules, bring the total number of approved schedule patterns to 917 (see Appendix A). Of these 917 approved patterns, currently 661 patterns are in use. This number of schedule patterns adds a higher degree of complexity to an already complex system.

At the time of this report, ADP has not been able to meet the County's need for a comprehensive timekeeping system. This situation is due to the complexity created by the number of time codes allowed under the operating MOUs, the number of schedules available to employees and the advance payment option.

The delay in implementing the new timekeeping system led to the Auditor-Controller's Office developing a Time Schedule Collection Website to use in the interim. In March of 2014, all County departments were instructed to input and maintain full and part-time employees' schedules on the Time Schedule Collection Website until implementation and rollout of the ADP eTime system. Currently only 4,723 employees (56.7%) of the 8,326 employees whose timekeeping will be tracked by the ADP eTime system have a schedule in this website. While failure to properly use the Time Schedule Collection Website may open the door to timekeeping mistakes or fraud, the County does not have its own whistleblower policy or any publicized procedures for employees to report such instances.

FINDINGS

- F1. County employees record their time on timesheets or timecards.
- F2. County employees and their supervisor or manager are not required to attest to the accuracy of their timesheets or time cards.
- F3. The County has not implemented a method to verify the accuracy of timesheets and timecards.
- F4. Pay clerks sometimes enter inaccurate pay codes due to misunderstandings, lack of training, and lack of department-specific codified procedures.
- F5. In March of 2014, County departments were directed to maintain employees' schedules in the County-developed Time Schedule Collection Website.
- F6. Currently, only 4,723 (56.7%) of the 8,326 employees have schedules in the Time Schedule Collection Website.
- F7. The County encounters difficulty in tracking and recording appropriate time and pay codes due to the complexity of its timekeeping structure.
- F8. The County does not have its own whistleblower policy or procedures in place for employees to report suspected timekeeping fraud.
- F9. Deficiencies in timekeeping practices are not systematically identified and corrected because operational audits do not include timekeeping practices and payroll queries are not sufficiently comprehensive to identify all deficiencies.
- F10. The County has a semi-monthly pay cycle for hourly employees and has created what amounts to a semi-monthly pay cycle for salaried employees by allowing these employees the option to take up to a one-third advance.

RECOMMENDATIONS

- R1. The County should require timesheets or the system of time reporting to include a signed attestation of accuracy from the reporting employee and employee's supervisor or manager.
- R2. The County should require department supervisors or managers to periodically review attendance and time records to ensure both accuracy and completeness.
- R3. The Auditor-Controller's Office should consider codifying timekeeping and pay code procedures for each department, and identifying funds to do so.
- R4. The County should make timekeeping and pay code procedures promulgated by the Auditor-Controller's Office, along with associated training, available to all payroll clerks and included in the new employee orientation.

- R5. The County should direct all departments to place salaried employees' schedules in the Time Schedule Collection Website as required in the March 6, 2014 bulletin from the office of the Auditor-Controller.
- R6. The Auditor-Controller's Office should explore possible ways to reduce the number of pay codes to a more manageable level.
- R7. The County should consider developing whistleblower procedures for employees reporting suspected timekeeping fraud, posting these procedures on the County's intranet, and identifying funds to carry out these activities.
- R8. The Auditor-Controller's Office should consider including timekeeping practices in operational audits and recommending corrective action for all timekeeping deficiencies identified and identifying funds to carry out these activities.
- R9. The County should adopt a semi-monthly pay cycle for all employees which will eliminate the need for an option to take a monthly advance.

REQUIRED RESPONSES

	<u>Findings</u>	<u>Recommendations</u>
Contra Costa County Board of Supervisors	F2, F3, F4, F7, F8, F9, F10	R1, R2, R4, R5, R7, R9
Contra Costa County Auditor-Controller	F1, F4, F5, F6,	R3, R6, R8

Appendix- A

CONTRA COSTA COUNTY
Office of the County Administrator
ADMINISTRATIVE BULLETIN

Number: 435
Date: December 24, 2012
Section: Personnel

SUBJECT: 9/80 Work Schedules

The purpose of 9/80 Work Schedules is to enhance County service and accommodate employee lifestyle and work preferences, while not adversely affecting the interests of the County, departments, other employees, or the public. This Administrative Bulletin establishes policy, procedures, and criteria for the evaluation, authorization, and implementation of 9/80 work schedules.

- I. **APPLICABILITY.** This bulletin replaces and supersedes all other County and department policies regarding 9/80 work schedules.
- II. **AUTHORITY.** In accordance with the provisions of Contra Costa County Ordinance Code Section 24-4.008, the County Administrator has the authority and the responsibility to establish and enforce personnel policies in County departments and agencies, including work schedule policies.
- III. **POLICY.** Department Heads may offer current and future employees a 9/80 work schedule with the first or second Monday or Friday off and with a start time of 7:30 am. or 8:00 am. This option is to be used for most employees who work a 9/80 work schedule.

Additionally, Department Heads may offer 9/80 work schedules in accordance with Appendix A, attached hereto. This authority is limited to those employees and to those schedules that are set forth in Appendix A. No other 9/80 schedules will be allowed and each bargaining unit is limited to its specified schedules.

9/80 work schedules may be implemented on a department-wide, division-wide, section-wide or work group basis.

- IV. **EMPLOYEE PARTICIPATION IN A 9/80 WORK SCHEDULE.** Participation in a 9/80 work schedule is voluntary for employees, but the prior, written approval of the Department Head is required. The decision of the Department Head on the issue of employee eligibility to participate in a 9/80 work schedule is final and is not subject to any appeal of any kind.

V. INITIATION, MODIFICATION, AND DISCONTINUATION OF AN EMPLOYEE'S 9/80 WORK SCHEDULE.

- A. General Rule: Initiation, modification, or discontinuation of a 9/80 work schedule must not adversely affect the services of the department, increase operating costs, or reduce revenues. Initial participation in a 9/80 work schedule, modification of an existing 9/80 work schedule, or discontinuation of a 9/80 work schedule may only occur two times each calendar year, per employee.
- B. Timing: A 9/80 work schedule may only be initiated, modified, or discontinued once an employee has completed his/her current scheduled work week. (Failure to follow this direction may result in an obligation to pay overtime to the affected employee.)

VI. FLEXING THE WORK SHIFT ON THE 8 HOUR WORK DAY

Flexing the work shift on the 8-hour workday for a FLSA non-exempt employee is not permitted unless expressly authorized by the Department Head. Allowing an employee to flex his/her work shift on his/her 8-hour workday will result in the obligation to pay overtime to the employee and should be avoided for that reason.

VII. TRANSITIONING WORK SCHEDULES.

When an employee transitions from a 5/40 work schedule to a 9/80 work schedule, the start date/time of the employee's work week will automatically change. This change means that some hours worked by the employee will fall in both the old workweek and the new workweek. For example, if the old workweek began on Sunday at midnight, and the new workweek is proposed to begin on Friday at noon, any hours worked between noon on Friday and midnight on Sunday will constitute both the last hours of the old 5/40 workweek and the first hours of the newly established 9/80 workweek.

In accordance with the Fair Labor Standards Act, when hours worked by a non-exempt employee fall within both the old and new workweeks, a calculation of overtime must be made by the Auditor's Office, which includes those hours in both the old and new workweeks, and the greater of the two amounts will be paid to the employee. When the non-exempt employee does not actually work those overlapping hours and instead uses leave accruals of any kind (vacation, sick leave, personal holiday, etc.), this overtime obligation is avoided. Department Heads should try to avoid this overtime situation to the extent it is operationally feasible.

/s/

Appendix A

Union	Barg Unit	Barg Unit Description	980
ALL	ALL	25, 2I, 3R,4N, 51, 8J, 8I,b8,bf, bs, C8,D8, HA, K2, K6,KK, KL, KU, KZ PP, QA, QM, QS, QT, QV, V#, VH, VN, ZA, ZB,ZN	980Mon1130a
ALL	ALL	25, 2I, 3R,4N, 51, 8J, 8I,b8,bf, bs, C8,D8, HA, K2, K6,KK, KL, KU, KZ PP, QA, QM, QS, QT, QV, V#, VH, VN, ZA, ZB,ZN	980Mon1200p
ALL	ALL	25, 2I, 3R,4N, 51, 8J, 8I,b8,bf, bs, C8,D8, HA, K2, K6,KK, KL, KU, KZ PP, QA, QM, QS, QT, QV, V#, VH, VN, ZA, ZB,ZN	980Fri1130a
ALL	ALL	25, 2I, 3R,4N, 51, 8J, 8I,b8,bf, bs, C8,D8, HA, K2, K6,KK, KL, KU, KZ PP, QA, QM, QS, QT, QV, V#, VH, VN, ZA, ZB,ZN	980Fri1200p
Local 1021	25	Social Services Unit	980Fri1100a
Local 1021	25	Social Services Unit	980Fri1230p
Local 1021	25	Social Services Unit	980Mon0100p
Local 1021	25	Social Services Unit	980Mon0130p
Local 1021	25	Social Services Unit	980Mon1100a
Local 1021	25	Social Services Unit	980Mon1230p
Local 1021	25	Social Services Unit	980Wed1100a
Local 1021	25	Social Services Unit	980Wed1130a
Local 1021	25	Social Services Unit	980Wed1230p
Local 1021	2I	Service Line Supervisors Unit	980Fri0100p
Local 1021	2I	Service Line Supervisors Unit	980Fri1100a
Local 1021	2I	Service Line Supervisors Unit	980Fri1230p
Local 1021	2I	Service Line Supervisors Unit	980Mon1100a
Local 1021	2I	Service Line Supervisors Unit	980Mon1230p
Local 1021	2I	Service Line Supervisors Unit	980Tue1100a
Local 2700	3R	General Clerical Unit	980Fri0200p
Local 2700	3R	General Clerical Unit	980Fri0500p
Local 2700	3R	General Clerical Unit	980Fri1000a
Local 2700	3R	General Clerical Unit	980Fri1030a
Local 2700	3R	General Clerical Unit	980Fri1100a
Local 2700	3R	General Clerical Unit	980Fri1230p
Local 2700	3R	General Clerical Unit	980Mon0100p
Local 2700	3R	General Clerical Unit	980Mon0800p
Local 2700	3R	General Clerical Unit	980Mon1000a
Local 2700	3R	General Clerical Unit	980Mon1030a
Local 2700	3R	General Clerical Unit	980Mon1100a
Local 2700	3R	General Clerical Unit	980Mon1230p
Local 2700	3R	General Clerical Unit	980Sat0100p
Local 2700	3R	General Clerical Unit	980Sat1230p

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Appendix A

Union	Barg Unit	Barg Unit Description	980
Local 2700	3R	General Clerical Unit	980Thu0300a
Local 2700	3R	General Clerical Unit	980Thu0700p
Local 2700	3R	General Clerical Unit	980Thu1100a
Local 2700	3R	General Clerical Unit	980Tue0200a
Local 2700	3R	General Clerical Unit	980Tue0300a
Local 2700	3R	General Clerical Unit	980Tue0700p
Local 2700	3R	General Clerical Unit	980Tue0800p
Local 2700	3R	General Clerical Unit	980Tue1100a
Local 2700	3R	General Clerical Unit	980Tue1130a
Local 2700	3R	General Clerical Unit	980Tue1200p
Local 2700	3R	General Clerical Unit	980Wed1100a
Local 2700	3R	General Clerical Unit	980Wed1130a
Local 2700	3R	General Clerical Unit	980Wed1200p
Local 1230	4N	Fire Suppression & Prevnt Unit	980Fri1100a
WCE	51	Professional Engineers Unit	980Fri1230p
IHSS	8I	IHSS Public Authority-Mgmt	980Fri1230p
IHSS	8I	IHSS Public Authority-Mgmt	980Mon1100a
IHSS	8I	IHSS Public Authority-Mgmt	980Mon1230p
IHSS	8J	IHSS Public Authority-Non Mgmt	980Fri1100a
IHSS	8J	IHSS Public Authority-Non Mgmt	980Mon1230p
Unrep Mgmt	B8	Mgmt Classes-Classified & Exem	980Fri0100p
Unrep Mgmt	B8	Mgmt Classes-Classified & Exem	980Fri0130p
Unrep Mgmt	B8	Mgmt Classes-Classified & Exem	980Fri1100a
Unrep Mgmt	B8	Mgmt Classes-Classified & Exem	980Fri1230p
Unrep Mgmt	B8	Mgmt Classes-Classified & Exem	980Mon0100p
Unrep Mgmt	B8	Mgmt Classes-Classified & Exem	980Mon1100a
Unrep Mgmt	B8	Mgmt Classes-Classified & Exem	980Mon1230p
Unrep Mgmt	B8	Mgmt Classes-Classified & Exem	980Wed1130a
Unrep Mgmt	BD	Mgmt Classified & Ex Dept Head	980Fri0100p
Unrp Fire Mgmt	BF	Fire District (MS) Safety Mgmt	980Fri1100a
Unrep Sheriff Mgm	BS	Sheriff's Sworn Executive Mgmt	980Fri1100a
Unrep Proj	C8	Management Project-Other	980Fri0100p
Unrep Proj	C8	Management Project-Other	980Fri1030a
Unrep Proj	C8	Management Project-Other	980Fri1100a
Unrep Proj	C8	Management Project-Other	980Fri1230p
UCDA	HA	Fire Management Unit	980Fri1100a

Appendix A

Union	Barg Unit	Barg Unit Description	980
Local 512	K2	Property Appraisers Unit	980Fri1030a
Local 512	K2	Property Appraisers Unit	980Fri1100a
Local 512	K2	Property Appraisers Unit	980Mon1030a
Local 512	K6	Supervisory Clerical Unit	980Fri1100a
Local 512	K6	Supervisory Clerical Unit	980Mon0100p
Local 512	K6	Supervisory Clerical Unit	980Mon0130p
Local 512	K6	Supervisory Clerical Unit	980Mon1100a
Local 512	K6	Supervisory Clerical Unit	980Thu0700p
Local 512	K6	Supervisory Clerical Unit	980Tue1100a
Local 512	KK	Income Maintenance Program Unit	980Fri1100a
Local 512	KK	Income Maintenance Program Unit	980Fri1230p
Local 512	KK	Income Maintenance Program Unit	980Mon0100p
Local 512	KK	Income Maintenance Program Unit	980Mon1100a
Local 512	KK	Income Maintenance Program Unit	980Mon1230p
Local 512	KL	Engineering Technician Unit	980Fri1030a
Local 512	KL	Engineering Technician Unit	980Fri1230p
Local 512	KU	Probation Supervisors Unit	980Thu0700p
Local 512	KU	Probation Supervisors Unit	980Thu1100a
Local 512	KU	Probation Supervisors Unit	980Tue1100a
Local 512	KZ	Social Svcs Staff Special Unit	980Fri1100a
Local 512	KZ	Social Svcs Staff Special Unit	980Fri1230p
Local 512	KZ	Social Svcs Staff Special Unit	980Mon1100a
Local 512	KZ	Social Svcs Staff Special Unit	980Mon1230p
Local 512	KZ	Social Svcs Staff Special Unit	980Wed1100a
PPOA	PP	Probation Unit of CCC	980Mon0100p
Local 1	QA	Agriculture & Animal Ctrl Unit	980Fri1100a
Local 1	QA	Agriculture & Animal Ctrl Unit	980Mon1100a
Local 1	QA	Agriculture & Animal Ctrl Unit	980Sun1200a
Local 1	QA	Agriculture & Animal Ctrl Unit	980Thu1000a
Local 1	QA	Agriculture & Animal Ctrl Unit	980Tue1000a
Local 1	QA	Agriculture & Animal Ctrl Unit	980Tue1100a
Local 1	QM	Engineering Unit	980Fri1030a
Local 1	QM	Engineering Unit	980Fri1100a
Local 1	QM	Engineering Unit	980Mon1030a
Local 1	QM	Engineering Unit	980Mon1100a
Local 1	QM	Engineering Unit	980Mon1230p
Local 1	QS	General Services & Mtce Unit	980Fri0930a
Local 1	QS	General Services & Mtce Unit	980Fri1030a
Local 1	QS	General Services & Mtce Unit	980Fri1100a

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Appendix A

Union	Barg Unit	Barg Unit Description	980
Local 1	QS	General Services & Mtce Unit	980Mon1030a
Local 1	QS	General Services & Mtce Unit	980Mon1100a
Local 1	QS	General Services & Mtce Unit	980Wed1130a
Local 1	QT	Health Services Unit	980Fri1030a
Local 1	QT	Health Services Unit	980Fri1100a
Local 1	QT	Health Services Unit	980Mon1030a
Local 1	QT	Health Services Unit	980Mon1100a
Local 1	QV	Investigative Unit	980Fri1100a
Local 1	QV	Investigative Unit	980Mon1100a
DSA	VII	Sheriff's Sworn Mgmt Unit	980Fri1100a
DSA	VII	Sheriff's Sworn Mgmt Unit	980Mon1100a
DSA	VH	Deputy Sheriff's Unit-Sworn	980Fri1030a
DSA	VH	Deputy Sheriff's Unit-Sworn	980Fri1100a
DSA	VH	Deputy Sheriff's Unit-Sworn	980Mon1100a
DSA	VN	Deputy Sheriff's Unit-NonSworn	980Fri0200p
DSA	VN	Deputy Sheriff's Unit-NonSworn	980Fri0700p
DSA	VN	Deputy Sheriff's Unit-NonSworn	980Fri1030a
DSA	VN	Deputy Sheriff's Unit-NonSworn	980Fri1100a
DSA	VN	Deputy Sheriff's Unit-NonSworn	980Fri1230p
DSA	VN	Deputy Sheriff's Unit-NonSworn	980Mon1100a
DSA	VN	Deputy Sheriff's Unit-NonSworn	980Thu0300a
DSA	VN	Deputy Sheriff's Unit-NonSworn	980Thu0700p
DSA	VN	Deputy Sheriff's Unit-NonSworn	980Thu1100a
DSA	VN	Deputy Sheriff's Unit-NonSworn	980Tue0400a
DSA	VN	Deputy Sheriff's Unit-NonSworn	980Tue0700p
DSA	VN	Deputy Sheriff's Unit-NonSworn	980Tue1030a
Local 21	ZA	Supervisory Management	980Fri0100p
Local 21	ZA	Supervisory Management	980Fri1000a
Local 21	ZA	Supervisory Management	980Fri1030a
Local 21	ZA	Supervisory Management	980Fri1100a
Local 21	ZA	Supervisory Management	980Fri1230p
Local 21	ZA	Supervisory Management	980Fri7:30p
Local 21	ZA	Supervisory Management	980Mon0100p
Local 21	ZA	Supervisory Management	980Mon1000a
Local 21	ZA	Supervisory Management	980Mon1030a
Local 21	ZA	Supervisory Management	980Mon1100a
Local 21	ZB	Non-Supervisory Management	980Fri0100p
Local 21	ZB	Non-Supervisory Management	980Fri0300p
Local 21	ZB	Non-Supervisory Management	980Fri1000a
Local 21	ZB	Non-Supervisory Management	980Fri1100a
Local 21	ZB	Non-Supervisory Management	980Fri1230p

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Appendix A

Union	Barg Unit	Barg Unit Description	980
Local 21	ZB	Non-Supervisory Management	980Mon0100p
Local 21	ZB	Non-Supervisory Management	980Mon1030a
Local 21	ZB	Non-Supervisory Management	980Mon1230p
Local 21	ZN	Non-Supervisory Nurse	980Fri1100a

BOARD OF SUPERVISORS RESPONSE TO
CONTRA COSTA COUNTY GRAND JURY REPORT 1511:

County Timekeeping Practices

FINDINGS

F1. County employees record their time on timesheets or timecards.

Response: The respondent agrees with the finding. County employee timesheets may be paper or electronic.

F2. County employees and their supervisor or manager are not required to attest to the accuracy of their timesheets or time cards.

Response: The respondent partially disagrees with the finding. County employees and their supervisor or manager are required to sign their timesheets or time cards attesting to the accuracy of their submittals. Additionally, there are processes in place to verify many of the items recorded on an employee's timesheet or timecard, such as accrual usage that exceed an employee's balance and posting overtime, holiday, flexible pay, and compensatory time off if the employee's classification is ineligible to receive those pays. Presently, the Office of the Auditor-Controller and Department of Information Technology are working to expand the validation of timekeeping records prior to importing those records into the Payroll System so that ineligible pay items are rejected and reported for further review by departmental and central payroll staff.

F3. The County has not implemented a method to verify the accuracy of timesheets and timecards.

Response: The respondent disagrees with the finding. County Auditor-Controller payroll staff spend a significant number of hours each pay period to verify many of the items recorded on an employee's timesheet or timecard, such as accrual usage that exceed an employee's balance and posting overtime, holiday, flexible pay, and compensatory time off if the employee's classification is ineligible to receive those pays. Presently, the Office of the Auditor-Controller and Department of Information Technology are working to expand the validation of timekeeping records prior to importing those records into the Payroll System so that ineligible pay items are rejected and reported for further review by departmental and central payroll staff.

F4. Pay clerks sometimes enter inaccurate pay codes due to misunderstandings, lack of training, and lack of department-specific codified procedures.

Response: The respondent agrees with the finding.

F5. In March of 2014, County departments were directed to maintain employees' schedules in the County-developed Time Schedule Collection Website.

Response: The respondent agrees with the finding.

F6. Currently, only 4,723 (56.7%) of the 8,326 employees have schedules in the Time Schedule Collection Website.

Response: The respondent agrees with the finding, as of May 2015.

F7. The County encounters difficulty in tracking and recording appropriate time and pay codes due to the complexity of its timekeeping structure.

Response: The respondent agrees with the finding.

F8. The County does not have its own whistleblower policy or procedures in place for employees to report suspected timekeeping fraud.

Response: The respondent partially disagrees with the finding. Although the County does not have a formal whistleblower policy in place, procedures exist for employees to report suspected timekeeping fraud.

F9. Deficiencies in timekeeping practices are not systematically identified and corrected because operational audits do not include timekeeping practices and payroll queries are not sufficiently comprehensive to identify all deficiencies.

Response: The respondent partially disagrees with the finding. See response to Finding F3.

F10. The County has a semi-monthly pay cycle for hourly employees and has created what amounts to a semi-monthly pay cycle for salaried employees by allowing these employees the option to take up to a one-third advance.

Response: The respondent partially disagrees with the finding. The advance that salaried employees receive is very different from a semi-monthly pay cycle. These employees are still salaried and may opt to take up-to one-third of their base salary as an advance on future pay.

RECOMMENDATIONS

R1. The County should require timesheets or the system of time reporting to include a signed attestation of accuracy from the reporting employee and employees' supervisor or manager.

Response: The recommendation has been implemented. Although the County does require timesheets to include a signed attestation of accuracy from the employee and employees' supervisor or manager, corrections/edits that are made to timesheets by departmental and Auditor-Controller payroll staff are not returned to the employee/supervisor/manager to attest the accuracy of the changes made.

R2. The County should require department supervisors or managers to periodically review attendance and time records to ensure both accuracy and completeness.

Response: The recommendation has been partially implemented. The County continues to pursue technological improvements that will make review of attendance and time records easier.

- R3. The Auditor-Controller's Office should consider codifying timekeeping and pay code procedures for each department, and identifying funds to do so.

Response: The recommendation will not be implemented because it is not warranted. The County has timekeeping and pay code procedures on a Countywide basis that are codified in the County's Memoranda of Understandings and various Board adopted Resolutions. Each department has assigned payroll personnel and funding to implement those timekeeping and pay code procedures.

- R4. The County should make timekeeping and pay code procedures promulgated by the Auditor-Controller's Office, along with associated training, available to all payroll clerks and included in the new employee orientation.

Response: The recommendation will not be implemented as it is not warranted. The Auditor-Controller's Office provides payroll training to departments on an as needed basis. Employees attending the new employee orientation are represented by many different bargaining groups, receive very different pays, and will work in different departments currently utilize different time capture methods. It would be very difficult and confusing to employees to include timekeeping training in such a setting.

- R5. The County should direct all departments to place salaried employees' schedules in the Time Schedule Collection Website as required in the March 6, 2014 bulletin from the office of the Auditor-Controller.

Response: The recommendation has been implemented.

- R6. The Auditor-Controller's Office should explore possible ways to reduce the number of pay codes to a more manageable level.

Response: The recommendation has been implemented. The Auditor-Controller's Office has consistently explored ways to reduce the number of pay codes. As part of normal County operations, the Auditor-Controller's Office is required to provide input on the establishment and necessity of all new, proposed pay codes.

- R7. The County should consider developing whistleblower procedures for employees reporting suspected timekeeping fraud, posting these procedures on the County's intranet, and identifying funds to carry out these activities.

Response: The recommendation will not be implemented because it is not warranted. Employees have a wide-range of opportunities to report suspected timekeeping fraud including reporting their suspicions to the Grand Jury.

- R8. The Auditor-Controller's Office should consider including timekeeping practices in operational audits and recommending corrective action for all timekeeping deficiencies identified and identifying funds to carry out these activities.

Response: The recommendation will not be implemented. The Auditor-Controller's Office conducts legally required audits based on government code. Departmental financial examinations are conducted on a preferred cycle attached to them based on their perceived amount of inherent risk. The Office of the Auditor-Controller does not perform operational audits; however, special audit projects have been conducted upon request by the County Board of Supervisors, County Administrator, and elected and appointed Department Heads.

- R9. The County should adopt a semi-monthly pay cycle for all employees which will eliminate the need for an option to take a monthly advance.

Response: The recommendation will not be implemented. Semi-monthly pay cycles would require the agreement of all of the County's bargaining units. To date, agreement has not been achieved. The County will continue to pursue this option in future bargaining.



Contra Costa County

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 25, 2015

Subject: Resolution No. 2015/308 Revising County Debt Management Policy, which Replaces Resolution 2015/245

RECOMMENDATION(S):

ADOPT Resolution No. 2015/308 amending the County Debt Management Policy to include updated disclosure requirements and procedures.

FISCAL IMPACT:

No specific fiscal impact.

BACKGROUND:

On December 7, 2006 the Finance Committee reviewed and discussed a report regarding establishing a County Debt Management Policy. The Committee directed staff to report to the full Board on December 19, 2006 the recommendation to adopt a formal County Debt Management Policy. A formal policy was adopted on December 19, 2006 (Resolution 2006/773).

The Board of Supervisors has worked exceptionally hard to address the County's financial issues and has set very ambitious and necessary goals for lowering cost growth, balancing the budget, and increasing reserves. These solutions are aimed at addressing both short and long term needs and improving the County's future ability to maintain public services.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☒ 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 25, 2015

Contact: Timothy Ewell,
925-335-1036

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, John Kopchik, Department of Conservation and Development Director

BACKGROUND: (CONT'D)

>

There are four major financial areas the County Administrator's office identified which benefited from formal policies:

- Budget Policy (established November 2006)
- General Fund Reserve Policy (established December 2005)
- Facilities Maintenance (included in Budget Policy)
- Debt Management Policy (established December 2006)

Debt affordability standards help the County to evaluate when, why, and how much debt should be issued. In addition to debt affordability standards, the County also adopted a formal Debt Management Policy. The Debt Management Policy:

- Establishes parameters for issuing and managing debt
- Provides guidance to decision makers so as not to exceed the debt affordability standards
- Directs staff on objectives to be achieved both pre- and post-issuance
- Promotes objectivity in decision-making and limits the role of political influence
- Facilitates the process by considering and making important policy decisions in advance of an actual financing

Periodically, policies should be revised to keep current with best practices or changes in laws. The Debt Affordability Advisory Committee reviews the existing Debt Policy on an annual basis and makes recommendations for revisions to the Board of Supervisors. The following revisions have been made since original adoption:

- On December 11, 2012, the Board of Supervisors adopted the Debt Affordability Advisory Committee's recommendations and added two additional appendix to the Debt Management Policy (Appendices 2 and 3) and amended two existing sections. The purpose of the Post-Issuance Tax Compliance Procedures for Tax-Exempt and Build America Bonds appendix (Appendix 2) was to establish policies and procedures in connection with tax-exempt bonds and "Build America Bonds" issued by the County of Contra Costa and the County of Contra Costa Public Financing Authority so as to ensure that the County complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt or Build America bonds status of bonds. In recognition of the importance of the County meeting its disclosure obligations pursuant to S.E.C. Rule 15c(2)-12, the Committee directed the Finance Director to annually update the Disclosure Requirements Listing that appears in Appendix 3 as well as cause timely filing by the Dissemination Agent of the requisite Annual Reports required under the respective Continuing Disclosure Certificates. Section I of the Policy was amended to require the Debt Affordability Advisory Committee's review of the debt performance of the Community Facilities Districts (Appendix 4), Multifamily Mortgage Revenue Bond Program (Appendix 5), and the Successor Agency to the former Contra Costa County Redevelopment Agency (Appendix 6) to assure that prudent debt management practices extend to these important debt issuers. Section IV.B of the Policy was updated to require the County to issue Requests for Qualifications (RFQs) for financial advisor, bond counsel, disclosure counsel and tax counsel every three years.
- On March 25, 2014, the Board of Supervisors adopted the Debt Affordability Advisory Committee's recommendations and updated Section II of the Policy to reflect the County's upgraded rating tier from Standard and Poor's of "AAA", and Appendix 3 to reflect the current annual disclosure requirement listing.
- On March 31, 2015, the Board of Supervisors adopted the Debt Affordability Advisory Committee's recommendations and updated Appendix 2 of the Policy to reflect updated post-issuance compliance requirements for private placements/direct loans. This is in response to a new law that went into effect January 1 that requires all issuers to report private placements/direct loans to the California Debt and Investment Advisory Commission (CDIAC) within 21 days of their occurrence (AB-2274, Chapter 181, Statutes of 2014).
- On July 16, 2015 the Board of Supervisors adopted the Debt Affordability Advisory Committee's recommendations and updated Debt Affordability measures to better track with current metrics used by credit rating agencies to evaluate the County's financial position.

The Debt Affordability Advisory Committee (DAAC) met on Monday, August 17, 2015 to consider recommending updates to the County Debt Management Policy to include updated disclosure requirements and procedures under Appendix 3 for the Policy. The Committee approved the proposed updates for consideration by the Board of Supervisors.

CONSEQUENCE OF NEGATIVE ACTION:

Policy will not reflect updates recommended by the Debt Affordability Advisory Committee (DAAC).

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

Resolution No. 2015/308

CCC Debt Management Policy

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

Adopted this Resolution on 08/25/2015 by the following vote:

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



Resolution No. 2015/308

IN THE MATTER OF: Revising the County's Debt Management Policy (Resolution 2015/245)

WHEREAS, the Contra County Board of Supervisors acting in its capacity as the Governing Board of the County of Contra Costa and for Special Districts, Agencies and Authorities Governed by the Board RESOLVES THAT:

The County's Debt Management Policy (Resolution No. 2015/245) is replaced and updated by Resolution No. 2015/308. A complete copy of the County Debt Management Policy is attached.

I hereby certify that this 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: Timothy Ewell, 925-335-1036

ATTESTED: August 25, 2015

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, John Kopchik, Department of Conservation and Development Director

Contra Costa County, California Debt Management Policy

County Administration
651 Pine Street, 10th Floor
Martinez, California 94553
925-335-1023
lisa.driscoll@cao.cccounty.us

Resolution No. 2015/308
~~Resolution No. 2015/245~~
~~Resolution No. 2015/113~~
~~Resolution No. 2014/77~~
~~Resolution No. 2012/333~~
~~Resolution No. 2006/773~~

**DEBT MANAGEMENT POLICY
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Contra Costa County, California

Debt Management Policy

I. PURPOSE: The County recognizes the foundation of any well-managed debt program is a comprehensive debt policy. A debt policy sets forth the parameters for issuing debt and managing outstanding debt and provides guidance to decision makers regarding the timing and purposes for which debt may be issued, types and amounts of permissible debt, method of sale that may be used and structural features that may be incorporated. The debt policy should recognize a binding commitment to full and timely repayment of all debt as an intrinsic requirement for entry into the capital markets. Adherence to a debt policy helps to ensure that a government maintains a sound debt position and that credit quality is protected. Advantages of a debt policy are as follows:

- enhances the quality of decisions by imposing order and discipline, and promoting consistency and continuity in decision making,
- provides rationality in the decision-making process,
- identifies objectives for staff to implement,
- demonstrates a commitment to long-term financial planning objectives, and
- is regarded positively by the rating agencies in reviewing credit quality.

II. DEBT AFFORDABILITY ADVISORY COMMITTEE

A. Purpose. By adoption of this Debt Policy, the Debt Affordability Advisory Committee is established. Its purpose is to annually review and evaluate existing and proposed new County debt and other findings and/or issues the committee considers appropriate.

It is the task of this committee to assess the County's ability to generate and repay debt. The committee will issue an annual report to the County Administrator defining debt capacity of the County. This review will be an important element of the budget process and will include recommendations made by the committee regarding how much new debt can be authorized by the County without overburdening itself with debt service payments.

B. Members. The committee shall be composed of the Auditor-Controller, Treasurer-Tax Collector, Director/Conservation and Development Department, and County Finance Director.

C. Debt Affordability Measures. The committee shall examine specific statistical measures to determine debt capacity and relative debt position and compare these ratios to other counties, rating agency standards and Contra Costa County's historical ratios to determine debt affordability. From Moody's Investors Service, the committee will evaluate the County against the following debt ratios from the most recent available national medians for counties in the "Aa" rating tier with populations of at least 1 million:

1. Direct net debt as a percentage of Assessed Valuation;
2. Overall net debt as a percentage of Assessed Valuation;
3. Assessed Valuation per-capita;
4. Available general fund balance as a percentage of revenues; and
5. General fund balance as a percentage of revenues.

From Standard and Poor's, the committee will evaluate the County against the following debt ratios from the most recent available national medians for counties in the "AAA" rating tier :

1. Assessed valuation per-capita;
2. Direct debt as percentage of governmental funds revenue;
3. Total government available cash as a percentage of debt service;
4. Total government available cash as a percentage of expenditures; and
5. Total debt service as a percentage of general fund expenditures.

The Advisory Committee also evaluates the County against a group of cohort counties, namely, other large, urban counties in California. The Advisory Committee utilizes each respective cohort county's most recently available CAFR to measure the County's comparative performance on the various debt measures calculated by Moody's and S&P as noted above, and also against the additional ratios below:

1. Direct debt per capita; and
2. Debt payments as a percentage of general fund revenues.

III. COMPREHENSIVE CAPITAL PLANNING

A. Planning. The County Administrator's Office shall prepare a multi-year capital program for consideration and adoption by the Board of Supervisors as part of the County's budget process. Annually, the capital budget shall identify revenue sources and expenditures for the coming current year and the next succeeding three fiscal years. The plan shall be updated annually.

B. Funding of the Capital Improvement Program. Whenever possible, the County will first attempt to fund capital projects with grants or state/federal funding, as part of its broader capital improvement plan. When such funds are insufficient, the County will use dedicated revenues to fund projects. If these are not available, the County will use excess surplus from the reserve and debt financing, general revenues. The County shall be guided by three principles in selecting a funding source for capital improvements: equity, effectiveness and efficiency.

1. Equity: Whenever appropriate, the beneficiaries of a project or service will pay for it. For example, if a project is a general function of government that benefits the entire community, such as an Office of Emergency Services, the project will be paid for with general purpose revenues or financed with debt. If, however, the project benefits specific users, such as a building permit facility, the revenues will be derived through user fees or charges, and assessments.

2. Effectiveness: In selecting a source or sources for financing projects, the County will select one or more that effectively funds the total cost of the project. For example, funding a capital project, or the debt service on a project, with a user fee that does not provide sufficient funds to pay for the project is not an effective means of funding the project.

3. Efficiency: If grants or current revenues are not available to fund a project, the County will generally select a financing technique that provides for the lowest total cost consistent with acceptable risk factors and principals of equity and effectiveness. These methods currently consist of County issued debt, special funding programs funded by state or federal agencies, or special pool financing. Examples include funding pools like the Association of Bay Area Governments Participation Certificates.

C. Maintenance, Replacement and Renewal/FLIP. The County intends to set aside sufficient current revenues to finance ongoing maintenance needs and to provide periodic replacement and renewal consistent with its philosophy of keeping its capital facilities and infrastructure systems in good repair and to maximize a capital asset's useful life.

D. Debt Authorization. No County debt issued for the purpose of funding capital projects may be authorized by the Board of Supervisors unless an appropriation has been included in the capital budget (Some forms of debt such as Private Activity Bonds for housing, Mello-Roos for infrastructure, and redevelopment bonds for infrastructure/facilities may not be appropriate for inclusion in the County capital improvement program. The policies for such forms of debt are included as Appendixes 4, 5, and 6).

IV. PLANNING AND STRUCTURE OF COUNTY INDEBTEDNESS

A. Overview. The County shall plan long- and short-term debt issuance to finance its capital program based on its cash flow needs, sources of revenue, capital construction periods, available financing instruments and market conditions. The County Finance Director shall oversee and coordinate the timing, issuance process and marketing of the County's borrowing and capital funding activities required in support of the capital improvement plan. The County shall finance its capital needs on a regular basis dictated by its capital spending pattern. Over the long-term this policy should result in a consistently low average interest rate. When market conditions in any one year result in higher than average interest rates, the County shall seek refinancing opportunities in subsequent years to bring such interest rates closer to the average. The Debt Affordability Advisory Committee shall use the Government Financial Officers Association checklist set forth in Appendix 1 hereto in planning and structuring any debt issuances.

B. Financing Team. The County employs outside financial specialists to assist it in developing a debt issuance strategy, preparing bond documents and marketing bonds to investors. The key team members in the County's financing transactions include its financial advisor and outside bond and disclosure counsel, the underwriter and County representatives (the County Auditor-Controller, Treasurer-Tax Collector, and the County Finance Director, among others). Other outside firms, such as those providing paying agent/registrar, trustee, credit enhancement, verification, escrow, auditing, or printing services, are retained as required. The County will issue Requests for Qualifications (RFQs) for financial advisor, bond counsel, disclosure counsel and tax counsel every three years. The financing team shall meet at least semi-annually to review the overall financing strategy of the County and make recommendations to the County Administrator.

C. Term of Debt Repayment. Borrowings by the County shall mature over a term that does not exceed the economic life of the improvements that they finance and usually no longer than 20 years, unless special structuring elements require a specific maximum term to maturity, as is the case with pension obligation bonds. The County shall finance improvements with a probable useful life less than five years using pay-go funding for such needs. Bonds sold for the purchase of equipment with a probable useful life exceeding five years are repaid over a term that does not exceed such useful life.

D. Legal Borrowing Limitations/Bonds and other indebtedness. California Government Code Section 29909 limits General Obligation Bond indebtedness to five percent of the total assessed valuation of all taxable real and personal property within the County, excluding Public Financing Authority lease revenue bonds, Public Facility Corporation certificates of participation, Private Activity Bond, Mello-Roos special tax, and Assessment District Debt for which no legal limitations are currently in effect.

E. Debt Features.

1. Original issue discount or premium. The County's bonds may be sold at a discount or premium, in order to achieve effective marketing, achieve interest cost savings or meet other financing objectives. The maximum permitted discount is stated in the Notice of Sale accompanying the County's preliminary official statement on the Bond Purchase Agreement, as applicable.

2. Debt service structure/Level Debt Service. The County shall primarily finance its long-lived municipal improvements over a 20-year term or less, on a level debt service basis. This policy minimizes long-run impact on a funding department's budget. The County will seek to continue this practice, unless general fund revenues are projected to be insufficient to provide adequately for this debt service structure.

3. Call provisions. The County shall seek to minimize the protection from optional redemption given to bondholders, consistent with its desire to obtain the lowest possible interest rates on its bonds. The County's tax-exempt bonds are generally subject to optional redemption. The County seeks early calls at low or no premiums because such features will allow it to refinance debt more easily for debt service savings when interest rates drop. The County and its financial advisor shall evaluate optional redemption provisions for each issue to assure that the County does not pay unacceptably higher interest rates to obtain such advantageous calls. The County shall not sell derivative call options.

4. Interest rates. The County shall first consider the use of fixed-rate debt to finance its capital needs, except for short-term needs (such as short-lived assets) that will be repaid or refinanced in the near term; and may consider variable rate debt under favorable conditions.

F. Other Obligations Classified as Debt/Other Post Employment Benefits (OPEB)/Vested Vacation Benefits. OPEBs and vacation benefits are earned by County employees based on time in service. The County records these vacation benefits as earned in accordance with generally accepted accounting principles as established by the Governmental Accounting Board (GASB). The liability for the benefit is recorded on the Fund level financial statements. The expense is recorded during the conversion to the Government Wide financial statements in accordance with GASB standards. For Enterprise funds the expense and liability are accrued in the respective funds. In this initial policy, the amount of OPEB and vacation benefits will not be in measures used to evaluate the County's debt affordability. However, the County's net OPEB obligation is posted to the County's balance sheet.

V. METHOD OF SALE. The County will select a method of sale that is the most appropriate in light of financial, market, transaction-specific and County-related conditions, and explain the rationale for its decision.

A. Competitive Sales. Debt obligations are generally issued through a competitive sale. The County and its financial advisor will set the terms of the sale to encourage as many bidders as possible. By maximizing bidding, the County seeks to obtain the lowest possible interest rates on its bonds. Some of the conditions that generally favor a competitive sale include:

1. the market is familiar with the County;
2. the County is a stable and regular borrower in the public market;
3. there is an active secondary market with a broad investor base for the County's bonds;
4. the issue has a non-enhanced credit rating of A or above or can obtain credit enhancement prior to the competitive sale;
5. the debt structure is backed by the County's full faith and credit or a strong, known or historically performing revenue stream;
6. the issue is neither too large to be easily absorbed by the market nor too small to attract

- investors without a concerted sale effort;
- 7. the issue does not include complex or innovative features or require explanation as to the bonds' security;
- 8. the issue can be sold and closed on a schedule that does not need to be accelerated or shortened for market or policy reasons; and
- 9. interest rates are stable, market demand is strong, and the market is able to absorb a reasonable amount of buying or selling at reasonable price changes.

B. Negotiated Sales. When certain conditions favorable for a competitive sale do not exist and when a negotiated sale will provide significant benefits to the County that would not be achieved through a competitive sale, the County may elect to sell its debt obligations through a private placement or negotiated sale, upon approval by the County Board of Supervisors. Such determination shall be made on an issue-by-issue basis, for a series of issues, or for part or all of a specific financing program. The following practices are recommended to be observed in the event of a negotiated sale:

- 1. ensure fairness by using a competitive underwriter selection process through a request for proposals where multiple proposals are considered;
- 2. remain actively involved in each step of the negotiation and sale processes to uphold the public trust;
- 3. ensure that either an employee of the County, or an outside professional other than the issue underwriter, who is familiar with and abreast of the condition of the municipal market, is available to assist in structuring the issue, pricing, and monitoring sales activities;
- 4. require that the financial advisor used for a particular bond issue not act as underwriter of the same bond issue;
- 5. require that financial professionals disclose the name or names of any person or firm, including attorneys, lobbyists and public relations professionals compensated in connection with a specific bond issue;
- 6. request all financial professionals submitting joint proposals or intending to enter into joint accounts or any fee-splitting arrangements in connection with a bond issue to fully disclose to the County any plan or arrangements to share tasks, responsibilities and fees earned, and disclose the financial professionals with whom the sharing is proposed, the method used to calculate the fees to be earned, and any changes thereto; and
- 7. review the "Agreement among Underwriters" and insure that it is filed with the County and that it governs all transactions during the underwriting period.

VI. REFINANCING OF OUTSTANDING DEBT. The County may undertake refinancings of outstanding debt under the following circumstances:

A. Debt Service Savings. The County may refinance outstanding long-term debt when such refinancing allows the County to realize significant debt service savings (2% minimum by maturity and a minimum 4% savings overall) without lengthening the term of refinanced debt and without increasing debt service in any subsequent fiscal year. The County may also consider debt refinancing when a primary objective would be the elimination of restrictive covenants that limit County operations.

B. Defeasance. The County may refinance outstanding debt, either by advance refunding to the first call or by defeasance to maturity, when the public policy benefits of replacing such debt outweigh the costs associated with new issuance as well as any increase in annual debt service.

VII. CREDIT RATINGS

A. Rating Agency Relationships. The Senior Deputy County Administrator/Finance Manager is responsible for maintaining relationships with the rating agencies that assign ratings to the County's various debt obligations. This effort includes providing periodic updates on the County's general financial condition along with coordinating meetings and presentations in conjunction with a new debt issuance.

B. Quality of Ratings. The County shall request ratings prior to the sale of securities from each of two major rating agencies for municipal bond public issues. Currently these agencies are Moody's Investors Service and Standard & Poor's Corporation. The County shall provide a written and/or oral presentation to the rating agencies to help each credit analyst make an informed evaluation. The County shall make every reasonable effort to maintain its Aa implied general obligation bond credit ratings.

VIII. MANAGEMENT PRACTICES. The County has instituted sound management practices and will continue to follow practices that will reflect positively on it in the rating process. Among these are the County development of and adherence to long-term financial and capital improvement plans, management of expense growth in line with revenues and maintenance of an adequate level of operating reserves.

A. Formal Fiscal Policies. The County shall continue to establish, refine, and follow formal fiscal policies such as: Investment Policy, General Fund Reserve Policy, Budget Policy, and this Debt Management Policy.

B. Rebate Reporting and Covenant Compliance The Senior Deputy County Administrator/Finance Manager is responsible for maintaining a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code and/or contracting for such service. This effort includes tracking investment earnings on debt proceeds, calculating rebate payments in compliance with tax law, and remitting any rebatable earnings to the federal government in a timely manner in order to preserve the tax- exempt status of the County's outstanding debt issues. Additionally, general financial reporting and certification requirements embodied in bond covenants are monitored to ensure that all covenants are complied with.

C. Reporting Practices. The County will comply with the standards of the Government Finance Officers Association for financial reporting and budget presentation and the disclosure requirements of the Securities and Exchange Commission.

D. Post-Issuance Compliance Procedures. To assure it manages its debt obligations in accordance with all federal tax requirements, the County will comply with the Post-Issuance Compliance Procedures set forth in Appendix 2 hereto.

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Checklist of Debt Policy Considerations

1. How long is the capital planning period?
2. Have all non-debt sources of funds been considered?
3. How are borrowing plans reviewed internally?
4. What level of debt is manageable in order to maintain or improve the government's credit quality?
5. How much "pay-as-you-go" financing should be included in the capital plan?
6. How much short-term borrowing will be undertaken, including both operating and capital borrowings?
7. How much debt will be issued in the form of variable-rate securities?
8. How does the redemption schedule for each proposed issue affect the overall debt service requirements of the government?
9. What types of affordability guidelines will be established to help monitor and preserve credit quality?
10. What provisions have been made to periodically review the capital plan and borrowing practices?
11. What is the overlapping debt burden on the taxpayer?
12. How will the formal debt policies be integrated into the capital planning and funding process?

**County of Contra Costa
Post-Issuance Tax Compliance Procedures
For Tax-Exempt and Build America Bonds**

The purpose of these Post-Issuance Tax Compliance Procedures is to establish policies and procedures in connection with tax-exempt bonds and "Build America bonds" ("Bonds") issued by the County of Contra Costa and the County of Contra Costa Financing Authority (together, the "County") so as to ensure that the County complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt or Build America bond status of the Bonds.

General

Ultimate responsibility for all matters relating to County financings and refundings, other than Tax and Revenue Anticipation Notes ("TRANS"), rests with the County Administrator (the "Administrator"). The County Treasurer and County Auditor-Controller are responsible for tax compliance with respect to TRANS.

Post-Issuance Compliance Requirements

Timely Reporting of Final Sale

The Administrator and other appropriate County personnel shall file timely any report required by state and federal regulatory agencies notifying those agencies of final sale of bonds, or receipt bank loan/private placement proceeds, as required by law. As of this writing, this section applies to the following:

1. California Debt and Investment Advisory Commission (CDIAC)
 - *Report of Final Sale:* This Reports details information about the issuer and the bond issuance. The report requires attachment of the Official Statement related to the transaction or other bond documents in the case of a bank loan/private placement. The report is required to be filed within 21 days of closing, pursuant to Government Code § 8855(j).
 - *Special Requirement for Refunding Bonds sold via Negotiated Sale or Private Placement:* In addition to the Report of Final Sale above, if refunding bonds are sold through a negotiated sale or private placement, CDIAC requires submission of a written statement explaining the reasons for not selling those bonds at a public sale within 14 days of closing, pursuant to Government Code § 53583(c)(2)(B).
2. Internal Revenue Service (IRS)
 - *IRS Form 8038-G "Information Return for Tax-Exempt Governmental Obligations":* This filing details information about the issuer and tax-exempt governmental obligations over \$100,000. The report is required to be filed no later than the 15th day of the second calendar month after the close of the calendar quarter in which the bond was issued, pursuant to Internal Revenue Code § 149(e).

External Advisors / Documentation

The Administrator and other appropriate County personnel shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for the appropriate tax status. Those requirements and procedures shall be documented in a County resolution(s), Tax Certificate(s) and / or other documents finalized at or before issuance of the Bonds.

Those requirements and procedures shall including future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The Administrator and other appropriate County personnel also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed assets and future contracts with respect to the use of output or throughput of Bond-financed assets.

Whenever necessary or appropriate, the County shall engage expert advisors (each a “Rebate Service Provider”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds.

Role of the County as Bond Issuer

Unless otherwise provided by County resolutions, unexpended Bond proceeds shall be held by the County, and the investment of Bond proceeds shall be managed by the [Administrator]. The Administrator shall maintain records and shall prepare regular, periodic statements to the County regarding the investments and transactions involving Bond proceeds.

If a County resolution provides for Bond proceeds to be administered by a trustee, the trustee shall provide regular, periodic (monthly) statements regarding the investments and transactions involving Bond proceeds.

Arbitrage Rebate and Yield

Unless a Tax Certificate documents that bond counsel has advised that arbitrage rebate will not be applicable to an issue of Bonds:

- the County shall engage the services of a Rebate Service Provider, and the County or the Bond trustee shall deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider on a prompt basis;
- upon request, the Administrator and other appropriate County personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- the Administrator and other appropriate County personnel shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed; and
- during the construction period of each capital project financed in whole or in part by Bonds, the Administrator and other appropriate County personnel shall monitor the investment and expenditure of Bond proceeds and shall consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds.

The County shall retain copies of all arbitrage reports and trustee statements as described below under “Record Keeping Requirements”.

Use of Bond Proceeds

The Administrator and other appropriate County personnel shall:

- monitor the use of Bond proceeds, the use of Bond-financed assets (e.g., facilities, furnishings or equipment) and the use of output or throughput of Bond-financed assets throughout the term of the Bonds (and in some cases beyond the term of the Bonds) to ensure compliance with covenants and restrictions set forth in applicable County resolutions and Tax Certificates;
- maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Bonds;
- consult with Bond Counsel and other professional expert advisers in the review of any contracts or arrangements involving use of Bond-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable County resolutions and Tax Certificates;
- maintain records for any contracts or arrangements involving the use of Bond-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable County resolutions and Tax Certificates;
- meet at least annually with personnel responsible for Bond-financed assets to identify and discuss any existing or planned use of Bond-financed assets or output or throughput of Bond-financed assets, to ensure that those uses are consistent with all covenants and restrictions set forth in applicable County resolutions and Tax Certificates.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirements

Unless otherwise specified in applicable County resolutions or Tax Certificates, the County shall maintain the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the County at or in connection with closing of the issue of Bonds;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds;
- a copy of all contracts and arrangements involving private use of Bond-financed assets or for the private use of output or throughput of Bond-financed assets; and
- copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.

**COUNTY OF CONTRA COSTA
CONTINUING DISCLOSURE PROCEDURES**

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ARTICLE I

DEFINITIONS

The following capitalized terms shall have the following meanings in these Procedures:

“Agency” shall mean the Successor Agency to the former Redevelopment Agency of Contra Costa County.

“Annual Report” shall mean any annual report to be filed by the County or the Authority in connection with its obligations under any Continuing Disclosure Certificate executed in accordance with Rule 15c2-12 under the Securities Exchange Act of 1934.

“Auditor-Controller” shall mean the Auditor-Controller of the County of Contra Costa.

“Authority” shall mean the Contra Costa County Public Financing Authority, a joint exercise of powers authority of which the County of Contra Costa and the Contra Costa County Flood Control and Water Conservation District are members.

“Board of Supervisors” shall mean the Board of Supervisors of the County of Contra Costa.

“Bonds” shall mean any bonds, certificates of participation, notes or any other evidence of indebtedness issued by or on behalf of the County or the Authority which is subject to Rule 15c2-12.

“Bond Insurer” shall mean an issuer of a financial guaranty insurance or municipal bond insurance policy guaranteeing the scheduled payment of principal of and interest on an outstanding issue of Bonds when due.

“CDIAC” shall mean the California Debt and Investment Advisory Commission.

“Continuing Disclosure Certificate” shall mean each continuing disclosure certificate, undertaking or agreement executed and delivered by the County or the Authority in connection with an issue of Bonds.

“County” shall mean the County of Contra Costa, a political subdivision of the State of California.

“County Counsel” shall mean an attorney within the Office of the County Counsel of the County of Contra Costa, California.

“County Finance Director” shall mean the County Finance Director of the County of Contra Costa in the County Administrator’s Office.

“Credit Facility Provider” shall mean a bank providing a direct-pay letter of credit or other security or liquidity instrument in connection with an issue of Bonds which secures the payment of the principal or purchase price, if any, of and interest on an outstanding issue of Bonds when due.

“Disclosure Coordinator” shall mean the person or persons designated by a Disclosure Representative to assist in taking such action necessary or desirable to comply with the terms of the Continuing Disclosure Certificates, as provided in Article III hereof.

“Debt Affordability Advisory Committee” shall mean a committee composed of the Auditor-Controller, Treasurer-Tax Collector, Director of Conservation and Development and the County Finance Director that advise the County Administrator on debt management issues.

“Director of Conservation and Development” shall mean the Director of the Department of Conservation and Development of the County of Contra Costa.

“Disclosure Counsel” shall mean a firm of nationally recognized standing in matters pertaining to the disclosure obligations under Rule 15c2-12 of the Securities and Exchange Commission of the United States of America, duly admitted to the practice of law before the highest court of any state of the United States of America.

“Disclosure Representative” shall mean the County Administrator, Director of Conservation and Development and County Finance Director who are collectively responsible for compliance with the terms of the Continuing Disclosure Certificates, as provided in Article III.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system or any other successor thereto as designated by the SEC or the MSRB.

“Event Notice” shall mean any notice of the occurrence of a Material Event or Listed Event.

“Listed Event” shall mean any event described in Section 3 of Article IV hereof.

“Material Event” shall mean any event described in Section 2 of Article IV hereof.

“MSRB” shall mean Municipal Securities Rulemaking Board.

“Official Statement” shall mean any Preliminary Official Statement, final Official Statement or any other disclosure document that the County or the Authority prepared in connection with the issuance and sale of any Bonds.

“Paying Agent” shall mean any bank, trust company, banking association or financial institution appointed to perform the functions of a paying agent for an issue of Bonds.

“Procedures” shall mean these Continuing Disclosure Procedures.

“Rating Agency” shall mean each of Moody’s Investor’s Service and Standard & Poor’s Rating Services or any other nationally recognized statistical rating organization registered with the SEC.

“Rule 15c2-12” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Treasurer-Tax Collector” shall mean the Treasurer - Tax Collector of the County of Contra Costa.

“Trustee” shall mean the bank, trust company, national banking association or other financial institution appointed as a trustee for an issue of Bonds.

ARTICLE II

GENERAL PRINCIPLES

The County is committed to complete and accurate market disclosure in accordance with the disclosure requirements under the federal securities laws, including rules and regulations promulgated by the SEC and the MSRB. In order to achieve this objective and, in accordance therewith, these Procedures are approved by the Board of Supervisors, as recommended by the Debt Affordability Advisory Committee (DAAC), and may be amended and supplemented from time to time as necessary or desirable as SEC and MSRB rules are amended, as Bonds mature, or are redeemed, and as Bonds that are subject to Rule 15c2-12 are issued.

ARTICLE III

DISCLOSURE REPRESENTATIVES AND DISCLOSURE COORDINATORS

Section 1. **Appointment of Disclosure Representatives.** The County Administrator, Director of Conservation and Development and County Finance Director are appointed as Disclosure Representatives to fulfill the duties set forth in Section 2 of this Article III.

Section 2. **Duties of the Disclosure Representatives.**

- (A) The Disclosure Representatives shall:
- (i) monitor and maintain compliance by the County with its respective Continuing Disclosure Certificates and these Procedures;
 - (ii) serve as the main contact for each Disclosure Coordinator to communicate issues and information that may be included in an Event Notice or an Annual Report;
 - (iii) review all proposed Listed Event Notices, Annual Reports and other filings with the EMMA system and filings for Bond Insurers, Credit Facility Providers, Paying Agents, Rating Agencies, Trustees and CDIAC;
 - (iv) confer with County Counsel and Disclosure Counsel regarding the County's continuing disclosure undertakings and procedures;
 - (v) maintain the lists attached as Exhibits A and B;
 - (vi) direct the Disclosure Coordinators to file any required documents; and
 - (vii) take such other action as may be necessary or useful to achieve the objectives of these Procedures and to comply with all applicable federal securities laws.

Section 3. **Appointment of Disclosure Coordinator.**

The Disclosure Representatives shall appoint one or more Disclosure Coordinators from time to time to fulfill the duties set forth in Section 4 of this Article III. The Disclosure Coordinators may work with employees in various County or Authority offices and departments in order to effectively comply with the objectives of these Procedures.

Section 4. **Duties of the Disclosure Coordinator.**

(A) The Disclosure Coordinator shall:

- (i) file any documents as directed by the Disclosure Representative;
- (ii) serve as a contact for County staff to communicate issues and information that may be included in an Event Notice or an Annual Report;
- (iii) maintain correspondence regarding possible Listed Events;
- (iv) keep informed regarding all of the County's public disclosures, including disclosures to the Bond Insurers, the Credit Facility Providers, the Rating Agencies, the Trustees and CDIAC;
- (v) document the County's continuing disclosure filings by retaining the documents set forth in Article VIII hereof; and
- (vi) take such other action as may be necessary or useful to achieve the objectives of these Procedures and to comply with all applicable federal securities laws.

(B) In addition to the duties set forth above in clause (A), the Disclosure Coordinator shall review the Listed Events regularly to determine whether an event has occurred that may require a filing of an Event Notice. The Disclosure Coordinator shall regularly check the websites of and subscribe to communications (*e.g.*, news alerts, press releases, etc.) from each Rating Agency, Bond Insurer or Credit Facility Provider in order to be aware of any Rating Change as described in the Continuing Disclosure Certificates. The Disclosure Coordinator shall contact relevant County staff on a regular basis to ascertain whether any events have occurred which would constitute Listed Events under the Continuing Disclosure Certificates.

ARTICLE IV

LISTED EVENTS REQUIREMENTS

Section 1. **General.**

The Continuing Disclosure Certificates entered into by the County or the Authority with respect to Bonds issued prior to December 1, 2010 require Event Notices to be filed upon the occurrence of any event listed in Section 2 of Article IV hereof, if material. Any such Event Notice shall be filed "in a timely manner". The Continuing Disclosure Certificates entered into by the County or Authority with respect to Bonds issued on or after December 1, 2010 require Event Notices to be filed upon the occurrence of any event listed in Section 3 of Article IV hereof no later than 10 business days after the occurrence of such Listed Event.

Section 2. **Listed Events for Bonds Issued Prior to December 1, 2010.**

For Bonds issued prior to December 1, 2010, pursuant to the provisions of the applicable Continuing Disclosure Certificate, the County or Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the outstanding obligation, if material, in a timely manner:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on any credit enhancements reflecting financial difficulties;
- (v) substitution of any credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions or events affecting the tax-exempt status of the securities;
- (vii) modifications to the rights of security holders;
- (viii) bond calls;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the securities; and
- (xi) rating changes.

Section 3. **Listed Events for Bonds Issued on and after December 1, 2010.**

For Bonds issued on or after to December 1, 2010, pursuant to the provisions of the applicable Continuing Disclosure Certificate, the County or Authority shall give, or cause to be given, notice of the occurrence of any of the following Listed Events within ten (10) business days of the occurrence thereof:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (vii) modifications to rights of security holders, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the securities, if material;

- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of the obligated person (Note: For the purposes of this event, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person);
- (xiii) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material.

ARTICLE V

ANNUAL REPORT REQUIREMENTS

Pursuant to the various Continuing Disclosure Certificates, the County and the Authority must provide its respective Annual Report with respect to an issue of Bonds by the date set forth in Exhibit B attached hereto. The Disclosure Coordinator shall commence collection of information for each Annual Report at such time as determined necessary or useful in order to timely complete and file the Annual Report. The Disclosure Coordinator shall obtain any information necessary to be included in an Annual Report that is not included in the County's audited financial statements. The Annual Report shall include the financial information and other operating data set forth in the respective Continuing Disclosure Certificate as summarized in Exhibit B attached hereto.

In accordance with the Continuing Disclosure Certificates, if audited financial statements are not available by the date the Annual Report is required to be filed, unaudited financial statements are to be included in such Annual Reports and audited financial statements shall be filed when such statements become available. In addition, the Continuing Disclosure Certificates require the County to file a notice of any failure to provide its Annual Report, on or before the date specified in a Continuing Disclosure Certificate.

ARTICLE VI

FILING AND NOTICE REQUIREMENTS

Section 1. Annual Reports and Event Notices.

The Disclosure Representative shall file each Annual Report on such dates as provided in Exhibit B attached hereto and shall file each Event Notice as required pursuant to Article III hereof and

the related Continuing Disclosure Certificate. The Disclosure Representative shall submit all filings of Annual Reports and Listed Events through EMMA or any other repository so designated by the MSRB or the SEC, unless the County is otherwise advised by a written opinion of Disclosure Counsel.

Section 2. **California Debt and Investment Advisory Commission.**

The Disclosure Representative shall file each periodic report required to be prepared and filed with CDIAC as set forth in statute.

Section 3. **Required Notices.**

The Disclosure Representative shall file any notice required to be given to any Bond Insurer, Credit Facility Provider, Paying Agent, Rating Agency or Trustee as may be required from time to time.

ARTICLE VII

VOLUNTARY DISCLOSURES

The County's policy is to only file annual financial information and operating data and Event Notices that are required under the Continuing Disclosure Certificates and applicable federal securities laws. The Disclosure Representative may determine to file voluntary disclosure information that is not required under the Continuing Disclosure Certificates.

ARTICLE VIII

DOCUMENT RETENTION POLICY

In accordance with Article III hereof, the Disclosure Coordinator shall maintain the following materials for a period ending 5 years after the final maturity of an issue of Bonds:

- A. Continuing Disclosure Certificate;
- B. Annual Reports, including any EMMA transmittal letters and EMMA filing receipts;
- C. Event Notices, including any EMMA transmittal letters and EMMA filing receipts;
- D. CDIAC transmittal letters and filing receipts;
- E. Rating reports; and
- F. Such other information as the Disclosure Representative determines necessary or useful in accordance with the Continuing Disclosure Certificates.

EXHIBIT A: COUNTY AND AUTHORITY OUTSTANDING DEBT

as of August 25, 2015

Name of Issue	Issuing Entity	Principal Amount	Date of Issue	Final Maturity Date	CUSIP for Final Maturity	Trustee or Paying Agent	Annual Report Due Date	Disclosure Representative	Disclosure Coordinator
Lease Revenue Bonds/Obligations:									
Lease Revenue Bonds, 2015 Series A (Capital Projects) and 2015 Series B (Refunding)	County of Contra Costa Public Financing Authority	\$ 71,150,000	8/25/2015	6/1/2035 (A) 6/1/2028 (B)	21226PLV8 (A) 21226PMJ4 (B)	Wells Fargo	3/31	County Finance Director	Sr. Deputy CAO
Lease Revenue Obligations (Capital Projects Program) 2012 Series A , \$13,102,304 ***Private Placement***	County of Contra Costa Public Financing Authority	\$ 13,102,304	10/11/2012	6/1/2027	N/A	Wells Fargo	N/A	County Finance Director	Sr. Deputy CAO
Lease Revenue Bonds, \$58,055,000 comprised of Capital Project I - Tax Exempt Bonds, Series A-1 , \$6,790,000 and Capital Project I - Taxable Build America Bonds, Series A-2 , \$13,130,000 and Capital Project I - Taxable Recovery Zone Bonds, Series A-3 , \$20,700,000 and 2010 Series B (Refunding), \$17,435,000	County of Contra Costa Public Financing Authority	\$ 58,055,000	11/16/2010	6/1/2020 (A-1) 6/1/2030 (A-2) 6/1/2040 (A-3) 6/1/2025 (B)	21226PJR0 (A-1) 21226PKU1 (A-2) 21226PKE7 (A-3) 21226PKV9 (B)	Wells Fargo	3/31	County Finance Director	Sr. Deputy CAO
Lease Revenue Bonds (Capital Projects Program) 2009 Series A , \$25,061,614.90 ***Private Placement***	County of Contra Costa Public Financing Authority	\$ 25,061,615	6/1/2009	6/1/2024	N/A	Wells Fargo	N/A	County Finance Director	Sr. Deputy CAO
Lease Revenue Bonds, \$232,330,000 consisting of (Refunding and Various Capital Projects), 2007 Series A , \$122,065,000 and (Medical Center Refunding), 2007 Series B , \$110,265,000	County of Contra Costa Public Financing Authority	\$ 232,330,000	3/14/2007 (A) 8/7/2007 (B)	6/1/2028 (A) 6/1/2018 (B)	21226PHB7 (A) 21226PHN1 (B)	Wells Fargo	3/31	County Finance Director	Sr. Deputy CAO
Pension Obligation Bonds									
California Taxable Pension Obligation Bonds, Series 2003A, \$322,710,000	Contra Costa County	\$ 322,710,000	5/1/2003	8/1/2022	212257BV0	Wells Fargo	3/31	County Finance Director	Sr. Deputy CAO
Tax Allocation Bonds:									
2007 Tax Allocation Revenue Bonds (Contra Costa Centre, North Richmond, Bay Point, Rodeo and Montalvin Manor Project Areas), Series A , \$62,205,000, 2007 Taxable Tax Allocation Revenue Bonds (North Richmond, Bay Point, Rodeo and Montalvin Manor Project Areas), Series A-T , \$25,500,000 and 2007 Tax Allocation Revenue Bonds (Contra Costa Centre, North Richmond, Bay Point, Rodeo and Montalvin Manor Project Areas), Series B , \$16,665,000	County of Contra Costa Public Financing Authority	\$ 104,370,000	6/13/2007	8/1/2037 (A) 8/1/2037 (A-T) 8/1/2035 (B)	212262HQ5 (A) 212262JP5 (A-T) 212262KM0 (B)	US Bank	3/31	DCD Director	Community Dev. Bond Program Mgr.
Tax Allocation Revenue Bonds (Multiple Project Areas), Series 2003A , \$43,345,000, (Multiple Project Areas-Housing Set Aside Revenues), Series 2003B , \$2,445,000	County of Contra Costa Public Financing Authority	\$ 45,790,000	9/11/2003	8/1/2033 (A) 8/1/2033 (B)	212262DW6 (A) 212262FN4 (B)	US Bank	3/31	DCD Director	Community Dev. Bond Program Mgr.

Name of Issue	Issuing Entity	Principal Amount	Date of Issue	Final Maturity Date	CUSIP for Final Maturity	Trustee or Paying Agent	Annual Report Due Date	Disclosure Representative	Disclosure Coordinator
Tax Allocation Revenue Bonds (Pleasant Hill BART, North Richmond, Bay Point, Oakley and Rodeo Redevelopment Project Areas), Series 1999 , \$44,615,000	County of Contra Costa Public Financing Authority	\$ 44,615,000	5/1/1999	8/1/2028	212262CE7	US Bank	3/31	DCD Director	Community Dev. Bond Program Mgr.

Special Assessment Districts

2013 Special Tax Refunding Bonds (Norris Canyon) , \$5,605,000	County of Contra Costa Community Facilities District No. 2001-1	\$ 5,605,000	1/24/2013	9/1/2031	212288CT9	BNY Mellon	3/31	DCD Director	Community Dev. Bond Program Mgr.
2001 Revenue Bonds (Reassessment District of 2001), \$6,575,000	County of Contra Costa Public Financing Authority	\$ 6,575,000	6/21/2001	9/2/2016	212261BD2	BNY Mellon	3/31	County Finance Director	Sr. Deputy CAO
1998 Special Tax Refunding Bonds (Pleasant Hill BART Station Area), \$4,785,000	County of Contra Costa Community Facilities District No. 1991-1	\$ 4,785,000	5/12/1998	8/1/2016	212288BD5	US Bank	3/31	DCD Director	Community Dev. Bond Program Mgr.

EXHIBIT B:
REQUIRED INFORMATION FOR ANNUAL REPORTS OF COUNTY AND AUTHORITY

Issue Description	Due Date	Filing Requirements
Lease Revenue Bonds:		
County of Contra Costa Public Financing Authority Lease Revenue Bonds, \$71,115,000 consisting of \$19,055,000 2015 Series A (Capital Projects) and \$52,060,000 2015 Series B (Refunding)	Nine months after FYE 6/30 (3/31)	<p>(a) The audited financial statements of the County for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the County's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.</p> <p>(b) Numerical and tabular information for the immediately preceding Fiscal Year of the type contained in the Official Statement under the following captions:</p> <ol style="list-style-type: none"> 1. The status of the construction and installation of the improvement constituting the 2015 Project, until such time as the 2015 Project is completed; 2. Report of changes in "DEBT SERVICE SCHEDULE;" 3. Table B-1--"County of Contra Costa General Fund Budget Summary;" 4. Table B-2--"County of Contra Costa Summary of Secured Assessed Valuations and <i>Ad Valorem</i> Property Taxation;" 5. Table B-5--"County of Contra Costa General Fund Statement of Revenues, Expenditures and Changes in Fund Balances;" 6. Table B-8--"Contra Costa County Employees' Retirement Association Schedule of Funded Status;" 7. Table B-16--"Contra Costa County Other Post Employment Benefit Plan Summary of Contributions;" and 8. Table B-19--"Contra Costa County Outstanding Lease Revenue Obligations and Pension Obligation Bonds").
County of Contra Costa Public Financing Authority Lease Revenue Bonds, \$58,055,000 consisting of \$6,790,000 2010 Series A-1 (Capital Project I – Tax Exempt Bonds); \$13,130,000 2010 Series A-2 (Capital Project I – Taxable Build America bonds); \$20,700,000 2010 Series A-3 (Capital Project I – Taxable Recovery Zone Bonds); and \$17,435,000 2010 Series B (Refunding)	Nine months after FYE 6/30 (3/31)	<p>(a) The audited financial statements of the County for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the County's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.</p> <p>(b) Numerical and tabular information for the immediately preceding Fiscal Year of the type contained in the Official Statement under the following captions:</p> <ol style="list-style-type: none"> 1. The status of the construction and installation of the improvement constituting Capital Project I and Capital Project II until such time as each Capital Project has been completed; 2. Report of changes in "DEBT SERVICE SCHEDULE;" 3. APPENDIX B--"COUNTY FINANCIAL INFORMATION--Recent County General Fund Budgets" (update Table B-1 "COUNTY OF CONTRA COSTA GENERAL FUND BUDGET"); 4. APPENDIX B--"COUNTY FINANCIAL INFORMATION--Ad Valorem Property Taxes" (update Table B-2 "COUNTY OF CONTRA COSTA SUMMARY OF SECURED ASSESSED VALUATIONS AND AD VALOREM PROPERTY TAXATION");

EXHIBIT B: REQUIRED INFORMATION FOR ANNUAL REPORTS OF COUNTY AND AUTHORITY		
Issue Description	Due Date	Filing Requirements
		<p>5. APPENDIX B--“COUNTY FINANCIAL INFORMATION–Accounting Policies, Reports and Audits” (update Table B-6 “COUNTY OF CONTRA COSTA GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES”);</p> <p>6. APPENDIX B--“COUNTY FINANCIAL INFORMATION–Pension Plan” (update Table B-9 “CONTRA COSTA COUNTY EMPLOYEES’ RETIREMENT ASSOCIATION SCHEDULE OF FUNDED STATUS”);</p> <p>7. APPENDIX B--“COUNTY FINANCIAL INFORMATION–Other Post-Employment Healthcare Benefits” (update Table B-16 “CONTRA COSTA COUNTY OTHER POST-EMPLOYMENT HEALTHCARE BENEFIT PLAN SUMMARY OF PARTICIPATING EMPLOYEES AND CONTRIBUTIONS”);</p> <p>8. APPENDIX B--“COUNTY FINANCIAL INFORMATION–Long Term Obligations” (update Table B-22--“CONTRA COSTA COUNTY OUTSTANDING LEASE OBLIGATIONS AND PENSION OBLIGATION BONDS”).</p>
County of Contra Costa Public Financing Authority Lease Revenue Bonds, \$232,330,000 consisting of (Refunding and Various Capital Projects), 2007 Series A, \$122,065,000 and (Medical Center Refunding) , 2007 Series B, \$110,265,000 Dated: March 14, 2007	Nine months after FYE 6/30 (3/31)	<p>(a) The audited financial statements of the County for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the County’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.</p> <p>(b) Numerical and tabular information for the immediately preceding Fiscal Year of the type contained in the Official Statement under the following captions:</p> <p>1. Report of changes in “DEBT SERVICE SCHEDULE;”</p> <p>2. APPENDIX B--“COUNTY FINANCIAL INFORMATION–Recent County General Fund Budgets” (update Table B-1 “COUNTY OF CONTRA COSTA GENERAL FUND BUDGET”);</p> <p>3. APPENDIX B--“COUNTY FINANCIAL INFORMATION–Ad Valorem Property Taxes” (update Table B-2 “COUNTY OF CONTRA COSTA SUMMARY OF SECURED ASSESSED VALUATIONS AND AD VALOREM PROPERTY TAXATION”);</p> <p>4. APPENDIX B--“COUNTY FINANCIAL INFORMATION–Accounting Policies, Reports and Audits” (update Table B-5 “COUNTY OF CONTRA COSTA GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES”);</p> <p>5. APPENDIX B--“COUNTY FINANCIAL INFORMATION–Pension Plan” (update Table B-12 “CONTRA COSTA COUNTY EMPLOYEES’ RETIREMENT ASSOCIATION SCHEDULE OF FUNDED STATUS”);</p> <p>6. APPENDIX B--“COUNTY FINANCIAL INFORMATION–Long Term Obligations” (update Table B-23--“CONTRA COSTA COUNTY OUTSTANDING LEASE OBLIGATIONS AND PENSION OBLIGATION BONDS”).</p>

**EXHIBIT B:
REQUIRED INFORMATION FOR ANNUAL REPORTS OF COUNTY AND AUTHORITY**

Issue Description	Due Date	Filing Requirements
Pension Obligation Bonds:		
County of Contra Costa, California Taxable Pension Obligation Bonds, Series 2003A, \$322,710,000 Dated: May 1, 2003	Nine months after FYE 6/30 (3/31)	<p>1. The audited financial statements of the County for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the County's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available</p> <p>2. Numerical and tabular information for the immediately preceding Fiscal Year of the type contained in the Official Statement under the following captions:</p> <p>(a) "APPENDIX A – COUNTY ECONOMIC, DEMOGRAPHIC AND FINANCIAL INFORMATION – Recent County General Fund Budgets" (update table entitled "COUNTY OF CONTRA COSTA GENERAL FUND BUDGET");</p> <p>(b) "APPENDIX A – COUNTY ECONOMIC, DEMOGRAPHIC AND FINANCIAL INFORMATION – Ad Valorem Property taxes" (updated table entitled "COUNTY OF CONTRA COSTA SUMMARY OF ASSESSED VALUATIONS AND AD VALOREM PROPERTY TAXATION");</p> <p>(c) "APPENDIX A – COUNTY ECONOMIC, DEMOGRAPHIC AND FINANCIAL INFORMATION – Accounting Policies, Reports and Audits" (update table entitled "COUNTY OF CONTRA COSTA GENERAL FUND SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES");</p> <p>(d) "APPENDIX A – COUNTY ECONOMIC, DEMOGRAPHIC AND FINANCIAL INFORMATION – Long Term Obligations – General Obligation Debt" and "- Lease Obligations" (update table entitled "COUNTY OF CONTRA COSTA OUTSTANDING MARKETABLE LEASE AND PENSION BOND OBLIGATIONS")</p>
Tax Allocation Bonds:		
2007 Tax Allocation Revenue Bonds (Contra Costa Centre, North Richmond, Bay Point, Rodeo and Manor Project Areas), Series A, \$62,205,000, 2007 Taxable Tax Allocation Revenue Bonds (North Richmond, Bay Point, Rodeo and Montalvin Manor Project Areas), Series A-T, \$25,500,000 and 2007 Tax Allocation Revenue Bonds (Contra Costa Centre, North Richmond, Bay Point, Rodeo and Montalvin Manor Project Areas), Series B, \$16,665,000	Nine months after FYE 6/30 (3/31)	<p>(a) Audited financial statements of the Agency for the most recent fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, and as further modified according to applicable State law. If the Agency's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the usual format utilized by the Agency, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. The financial statements of the Agency may be consolidated with those of the County of Contra Costa and its related entities;</p> <p>(b) The following information for the most recently completed fiscal year, in substantially the form set forth in the Official Statement relating to the Bonds:</p> <p>(i) Assessed values of property in each Project Area in substantially the form of Tables 3, 11, 19, 27 and 35 of the Official Statement;</p> <p>(ii) Gross and Net Tax Revenues in each Project Area in substantially the form of Tables 7, 8, 15, 16, 23, 24, 31, 32, 39 and 40 of the Official Statement;</p> <p>(iii) Issuance by the Agency of any Parity Debt with respect to any Project Area (if and to the extent permitted by the Loan Agreements);</p>

EXHIBIT B:
REQUIRED INFORMATION FOR ANNUAL REPORTS OF COUNTY AND AUTHORITY

Issue Description	Due Date	Filing Requirements
		<p>(iv) Information about each pending and successful appeal of assessed values in each Project Area that exceeds 5% of assessed value in such Project Area;</p> <p>(v) Incremental taxable value, tax levy, current year collections, current collections as a percentage of current year levy collected, total collections and total collections as a percentage of the current year's tax levy in each Project Area in substantially the form of Tables 4, 12, 20, 28 and 36 of the Official Statement;</p> <p>(vi) Amount of all Agency debt outstanding secured by a pledge of the Tax Revenues in each Project Area;</p> <p>(vii) Cumulative amount of Tax Revenues received by the Agency to date in such Project Area (except the Montalvin Manor Project Area); and</p> <p>(vii) Loan payments made pursuant to each Loan Agreement and the debt service coverage ratio for its obligations under each Loan Agreement and all applicable Parity Debt in substantially the form of Tables 6, 11, 16, 21 and 26.</p> <p>(c) A copy of the report provided by the Authority pursuant to Section 5.11(b) of the Indenture for the most recent fiscal year; provided that if no such report is required to be provided pursuant to said Section 5.11(b), the information described in clauses (i) and (ii) of said Section 5.11(b).</p> <p>(d) For the fiscal year ended June 30, 2010, information about the final resolution of the North Richmond Escrow Fund and the Bay Point Escrow Fund.</p>
<p>Tax Allocation Revenue Bonds (Multiple Project Areas), Series 2003A, \$43,345,000, (Multiple Project Areas-Housing Set Aside Revenues), Series 2003B, \$2,445,000</p>	<p>Nine months after FYE 6/30 (3/31)</p>	<p>(a) Audited financial statements of the Agency for the most recent fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board and as further modified according to applicable State law. If the Agency's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the usual format utilized by the Agency, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. The financial statements of the Agency may be consolidated with those of the County of Contra Costa and its related entities;</p> <p>(b) The following information for the most recently completed fiscal year, in substantially the form set forth in the Official Statement relating to the Bonds: (i) Assessed values of property in each Project Area in substantially the form of Tables 2, 8, 14, and 20 of the Official Statement;</p> <p>(ii) Tax Revenues in each Project Area in substantially the form of Tables 5,6, 11, 12, 17, 18,23 and 24 of the Official Statement;</p> <p>(iii) Issuance by the Agency of any Parity Debt with respect to any Project Area (if and to the extent permitted by the Loan Agreements);</p> <p>(iv) Information about each pending and successful appeal of assessed values in each Project Area that exceeds 5% of assessed value in such Project Area;</p> <p>(v) Incremental taxable value, tax levy, current year collections, current collections as a percentage of current year levy collected, total collections and total collections as a percentage of the current year's tax levy in each Project Area in substantially the form of Tables 3, 9, 15, and 21 of the Official Statement;</p> <p>(vi) Amount of all Agency debt outstanding secured by a pledge of the Tax Revenues in each Project Area, and cumulative amount of Tax Revenues received by the Agency to date in such Project Area; and</p> <p>(vii) Loan payments made pursuant to each Loan Agreement and the debt service coverage ratio for its obligations under each Loan Agreement and all applicable Parity Debt in substantially the form of Tables 7, 13, 19, and 25.</p> <p>(c) A copy of the report provided by the Authority pursuant to Section 5.11 (b) of the Indentures for the most recent fiscal year; provided that if no</p>

**EXHIBIT B:
REQUIRED INFORMATION FOR ANNUAL REPORTS OF COUNTY AND AUTHORITY**

Issue Description	Due Date	Filing Requirements
		<p>such report is required to be provided pursuant to said Section 5.11(b), the information described in clauses (i) and (ii) of said Section 5.11(b).</p> <p>(d) For as long as the 1995 North Richmond Loan is outstanding, a copy of reports required by Section 7.13 of the North Richmond First Supplemental Loan Agreement (as defined in the Official Statement).</p> <p>(e) For the fiscal year ended June 30, 2005, information about the final resolution of the Pleasant Hill BART Escrow Fund.</p>
<p>Tax Allocation Revenue Bonds (Pleasant Hill BART, North Richmond, Bay Point, Oakley and Rodeo Redevelopment Project Areas), Series 1999, \$44,615,000</p>	<p>Nine months after FYE 6/30 (3/31)</p>	<p>(a) Audited financial statements of the Agency for the most recent fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, and as further modified according to applicable State law. If the Agency's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the usual format utilized by the Agency, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. The financial statements of the Agency may be consolidated with those of the County of Contra Costa and its related entities;</p> <p>(b) The following information for the most recently completed fiscal year, in substantially the form set forth in the Official Statement relating to the Bonds:</p> <p>(i) Assessed values of property in each Project Area in substantially the form of Tables 3, 8, 13, 18 and 23 of the Official Statement;</p> <p>(ii) Tax Revenues in each Project Area in substantially the form of Tables 5, 10, 15, 20 and 25 of the Official Statement;</p> <p>(iii) Issuance by the Agency of any Parity Debt with respect to any Project Area (if and to the extent permitted by the Loan Agreements);</p> <p>(iv) Information about each pending and successful appeal of assessed values in each Project Area that exceeds 5% of assessed value in such Project Area;</p> <p>(v) Incremental taxable value, tax levy, current year collections, current collections as a percentage of current year levy collected, total collections and total collections as a percentage of the current year's tax levy in each Project Area in substantially the form of Tables 2, 7, 12, 17 and 22 of the Official Statement;</p> <p>(vi) Amount of all Agency debt outstanding secured by a pledge of the Tax Revenues in each Project Area, and cumulative amount of Tax Revenues received by the Agency to date in such Project Area; and</p> <p>(vii) Loan payments made pursuant to each Loan Agreement and the debt service coverage ratio for its obligations under each Loan Agreement and all applicable Parity Debt in substantially the form of Tables 6, 11, 16, 21 and 26.</p> <p>(c) A copy of the report provided by the Authority pursuant to Section 5.11 (b) of the Indenture for the most recent fiscal year; provided that if no such report is required to be provided pursuant to said Section 5.11(b), the information described in clauses (i) and (ii) of said Section 5.11(b).</p> <p>(d) For as long as the 1995 North Richmond Loan is outstanding, a copy of the reports required by Section 7.13 of the North Richmond First Supplemental Loan Agreement (as defined in the Official Statement).</p> <p>(e) For the fiscal year ended June 30, 2003, information about the final resolution of the Pleasant Hill BART Escrow Fund.</p>
Special Assessment Districts:		
<p>2013 Special Tax Refunding Bonds, \$5,605,000</p>	<p>Nine months</p>	<p>(a) The audited financial statements of the County for the prior fiscal year prepared in accordance with generally accepted accounting principles in effect from time to time by the Governmental Accounting Standards Board to apply to governmental entities. If the audited financial statements are</p>

**EXHIBIT B:
REQUIRED INFORMATION FOR ANNUAL REPORTS OF COUNTY AND AUTHORITY**

Issue Description	Due Date	Filing Requirements
	after FYE 6/30 (3/31)	<p>not available by the time the Annual Disclosure Report is required to be filed pursuant to Section 3(a), the Annual Disclosure Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Disclosure Report when they become available.</p> <p>(b) The following information with respect to the 2013 Bonds and the District:</p> <ol style="list-style-type: none"> 1. The principal amount of the 2013 Bonds outstanding. 2. The balances of all funds and accounts established by the Fiscal Agent Agreement as of the end of the next preceding fiscal year. 3. Total assessed value of all parcels subject to the Special Tax. 4. Actual Special Tax levy for the most recent fiscal year, Special Tax and property tax delinquency rate for parcels in the District for the most recent year. 5. Concerning delinquent parcels: <ol style="list-style-type: none"> (i) number of parcels delinquent in payment of Special Tax, (ii) amount of total delinquency and as a percentage of total Special Tax levy, and (iii) status of the County's foreclosure proceedings upon delinquent properties. 6. Identity of any delinquent tax payer obligated for more than 10% of the annual Special Tax levy and: <ol style="list-style-type: none"> (i) assessed value of applicable properties, and (ii) summary of results of foreclosure sales, if available. 7. Significant amendments to land use entitlements for property in the District known to the Director of the Department of Conservation and Development. 8. Status of any significant legislative, administrative, and judicial challenges to the construction of the development in the District known to the Director of the Department of Conservation and Development, without independent inquiry, for any year in which construction activity has occurred in the District.
2001 Revenue Bonds (Reassessment District of 2001), \$6,575,000	Nine months after FYE 6/30 (3/31)	<p>(a) Items relating to the Authority.</p> <ol style="list-style-type: none"> (i) Outstanding principal amount of the Bonds as of the end of the most recent fiscal year; and (ii) Balance of the Reserve Fund as of the end of the most recent fiscal year. <p>(b) Items relating to the Reassessment District. Unless otherwise provided in the audited financial statements filed on or prior to the annual filing deadline for the Annual Reports provided for in Section 3 above, financial information and operating data with respect to the Reassessment District for the preceding fiscal year, substantially similar to that provided in the corresponding tables and charts in the Official Statement for the Bonds, as follows:</p>

EXHIBIT B: REQUIRED INFORMATION FOR ANNUAL REPORTS OF COUNTY AND AUTHORITY		
Issue Description	Due Date	Filing Requirements
		<p>(i) Principal amount outstanding of the Reassessment Bonds.</p> <p>(ii) Balance in the Redemption Funds created pursuant to the Paying Agent Agreement relating to the Reassessment Bonds.</p> <p>(iii) Total aggregate assessed value (per the County records) of all parcels currently subject to the Reassessments within the Reassessment District showing the total aggregate assessed valuation for all improvements within the Reassessment District.</p> <p>(iv) With respect to the Reassessment District, but only in the event the sum of uncured Reassessment delinquencies for such Reassessment District for the preceding Fiscal Year exceeds 5 percent of the Reassessment installments posted to the tax roll for such Fiscal Year (3% if any portion of the Reassessment District does not participate in the County's Teeter Plan), delinquency information for each parcel then delinquent in the payment of Reassessments, including the amount of such delinquency, length of delinquency and status of any foreclosure (including results of foreclosure sales).</p> <p>(v) A land ownership summary listing property owners (and the assessed values of their property) responsible for more than five percent (5%) of the annual Reassessments within the Reassessment District, as shown on the Contra Costa County Assessor's last equalized tax roll prior to the September next preceding the Annual Report Date.</p> <p>(vi) A copy of any information given by the Authority to the California Debt and Investment Advisory Commission pursuant to Government Code Section 6599.1.</p>
1998 Special Tax Refunding Bonds (Pleasant Hill BART Station Area), \$4,785,000	Nine months after FYE 6/30 (3/31)	<p>1. Principal amount of Bonds outstanding.</p> <p>2. Balance in the Reserve Fund.</p> <p>3. Balance in other funds and accounts held by County or Fiscal Agent and related to the Bonds.</p> <p>4. Additional debt authorized but not issued by the County and payable from or secured by special taxes or assessments with respect to property within the District.</p> <p>5. Special tax delinquency rate, total amount of delinquencies, number of parcels delinquent in payment.</p> <p>6. Identity of each delinquent taxpayer responsible for 5 percent or more of the total special taxes levied, and the following information: assessor parcel number, assessed value of applicable properties, amount levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.</p> <p>7. Most recently available total assessed value of parcels subject to the special taxes.</p> <p>8. Total number of units occupied as of the immediately preceding June 30th, as reported by the County in the Yearly Housing Bond Issuance Report submitted by the County to the California Debt and Investment Advisory Commission.</p>



CONTRA COSTA COUNTY

FINANCING POLICIES FOR COMMUNITY FACILITIES DISTRICTS

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SECTION I: GENERAL POLICY STATEMENT

Contra Costa County (the "County") has created these goals and policies concerning the use of the Mello-Roos Community Facilities Act of 1982 (Government Code sections 53311 and following), as amended (the "Act") in providing adequate public services and public infrastructure improvements (the "Policies"). The Policies will apply to all Community Facilities Districts ("CFDs") and related debt financing. In those cases in which fixed lien special assessment or other types of land based financing is substituted for CFD financing, the County will apply the appropriate provisions of these Policies. These Policies are intended to serve as guidelines to assist all concerned parties in determining the County's approach to CFD financing, provide specific guidance for approval of public financing for provision of public services and public infrastructure improvements and establish the standards and guidelines for the review of proposed development financings. It is the County's intent to support projects which address a public need and provide a public benefit. These Policies are also designed to comply with Section 53312.7(a) of the Government Code.

A. Community Facilities District Financings

1. The County encourages the development of residential, commercial and industrial property consistent with the adopted General Plan. The Board of Supervisors will consider the use of CFDs to assist these types of projects.
2. The County will consider the funding of services permitted under the Act if such funding does not create an unreasonable economic burden on the land and special taxpayers.
3. The County encourages the formation of CFDs as acquisition districts. In acquisition districts, a developer is reimbursed for projects only when discrete, useable facilities are deemed by the County to be completed. In construction districts, developers are provided progress payments during the construction of facilities. Acquisition districts provide stronger credit features, and better assure that the public facilities are completed.
4. While recognizing that public facilities proposed to be financed by a CFD are to benefit those properties within the boundaries of the proposed CFD, the Board of Supervisors finds that public benefit can only be "significant" when the benefit is also received by the community at large or are regional in nature but have a benefit to the properties within the proposed CFD.
5. The use of CFDs will be permitted to finance public facilities as described in Paragraph B below, whose useful life will be at least five (5) years and equal to or greater than the term of the bonds. Facilities which are, upon completion, owned, operated or maintained by public agencies will be considered public facilities. Limited exceptions may be made for facilities to be owned, operated or maintained by private utilities, or for facilities which could be owned by public agencies, or utilities.
6. The County is concerned that the proposed project that is to be financed is not premature for the area in which it is to be located. The proposed project must meet the land use approvals listed in Section D.
7. Extending public financing to a proposed project for identified public improvements cannot be

done without considering the aggregate public service needs for the project. Upon receipt of an application for public financing, the County will notify the other public entities having responsibility to serve the proposed project and request comment on the application. Periodic meetings, on a regional basis, with all affected public entities will be encouraged by the County to address the issues relative to overlapping debt

8. The Debt Affordability Advisory Committee (described in Section III below) may waive all or some of the provisions of these policies if unique and special circumstances apply to specific CFD financings.

B. Eligible Facilities

Facilities eligible to be financed by a CFD, upon completion of the construction or acquisition thereof, are intended to be owned by the County, another public agency or a public utility and must have a useful life of five (5) years or more. The list of public facilities eligible to be financed by a CFD may include, but is not limited to the following: streets, highways, and bridges; water, sewer, and drainage facilities; parks; libraries; police and fire stations; traffic signals and street lighting; recreation facilities; governmental facilities; flood control facilities; environmental mitigation measures; and public rights-of-way landscaping.

Facilities to be financed must be legally eligible under the Act and federal tax law, if applicable, to the satisfaction of bond counsel. The Board of Supervisors will have the final determination as to the eligibility of any facility for financing under these Policies.

C. Eligible Services

Services eligible to be funded through a CFD include: police protection services, fire protection and suppression services, ambulance and paramedic services, maintenance and lighting of parks, parkways, streets, roads and open space, flood and storm protection services, and services with respect to the removal or remedial action for the cleanup of any hazardous substance released or threatened to be released in to the environment. The Board of Supervisors will have the final determination as to the prioritization of funding such services. A CFD may not finance public services provided by any other public agency.

SECTION II: INITIATION OF THE FINANCING

A. Application

The proponent of a project must obtain and submit the required application to the initiating County department or related district or agency. The initiating County department with respect to CFD financings is the Department of Conservation and Development (the "Department").

Any application for the establishment of a CFD district will contain such information and be submitted in

such form as the Department may require. At a minimum each application must contain:

1. Proof of authorization to submit the application on behalf of the owner of the property proposed for new development for which the application is submitted if the applicant is not the owner of such property;
2. Evidence satisfactory to the Department that the applicant represents or has the consent of the owners of not less than 67% by area, of the property proposed to be subject to the levy of the special tax;
3. For any CFD financing to benefit new development, a business plan for the development of the property within the proposed CFD and such additional information as the Department may deem necessary to adequately review the financial feasibility of the CFD. For any CFD financing to benefit new development, the applicant must demonstrate to the satisfaction of the Department the ability of the owner of the property to be developed to pay the special tax installments for the CFD and any other assessments, special taxes and ad valorem on such property until full build out and sale or lease up of the property.

An application must be completed and the necessary information provided, as determined by the initiating County department or related district or agency, before any action will be taken to process the application and initiate financing for a project.

B. Processing and Formation Fees

Applications are to be accompanied by a processing or formation fee. All costs to the County associated with the proceedings statutorily required to establish a CFD are to be advanced by the applicant and paid prior to the actual sale of any bonds. The applicant will be reimbursed solely from the proceeds of the bonds sold for all monies advanced.

An initial deposit in an amount of not less than \$35,000 for a CFD is to be attached to the completed application submitted. The initiating County department or related district or agency, in its discretion, may determine a larger deposit amount is appropriate. The deposit will be placed in a separate trust account held by the County. The deposit may be placed in an interest bearing account so long as it is directed to do so by the Board of Supervisors and is allowable under state law. All costs of the County and/or its consultants retained during the formation process are to be paid from this account.

If, in the judgment of the initiating County department or related district or agency, the costs incurred or projected will cause the balance in this account to fall below \$5,000, a written demand will be made to the applicant to advance monies sufficient to bring the account to a balance that is projected to meet remaining costs required to establish the CFD. Failure to advance the requested monies within ten (10) days of a written demand by the County will result in all processing of the application to cease and no further actions to be taken toward establishing the financing district until the monies have been received. Waiver of this requirement can be made only by formal action of the Board of Supervisors.

Monies held in the trust account are to be applied to pay the County and its staff in reviewing and processing the application as well as the costs of the special tax consultant, appraiser, absorption consultant, all publication expenses, and any other costs determined by the County to be necessary to

| establish the CFD.

Accompanying the application will be an agreement governing the processing or formation fee, its deposit in a trust account, the use of the monies, the return to the applicant of any unused portion of the fee or other monies advanced, and reimbursement of all monies advanced from bond proceeds.

C. Petition for Formation and Waiver of Time Requirements of the Election

The Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") states that one way to request the formation of a proposed community facilities district is through a Petition signed by landowners holding title to ten percent (10%) of the land by area within the proposed community facilities district. The Petition must be submitted to the County before formal action can be commenced to form the CFD. The form of the petition will be supplied by bond counsel once the completed application has been received and initial processing has been completed.

The Act also provides that the formation can be shortened if one hundred percent (100%) of the property owners within the proposed boundaries of the CFD execute a waiver regarding the timing of and certain procedures associated with the required special election. The applicant should indicate on the application whether this waiver can be secured.

D. Selection of the Financing Team

The County will select the bond counsel, financial advisor, underwriter or placement agent or remarketing agent, and fiscal agent/trustee. It will require the retention of underwriter's counsel or disclosure counsel. Providers of letters of credit, liquidity supports and other types of credit enhancements are also subject to the approval of the County. Bond counsel and underwriter or disclosure counsel must be different firms.

In addition to the consultants that compose the financing team, as noted above, the County will select a special tax consultant to determine a fair and reasonable method to allocate the special tax required to meet debt service on the bonds and other related expenses of the proposed CFD.

Unless satisfactory and current information regarding land values for property within the proposed CFD and subject to the special tax is available, the County will require that a real estate appraiser of its choice be retained and an appraisal made. Additionally, an economist or real estate appraiser or other qualified independent third party may also be retained for the purpose outlined in Section IV.A.

In addition, the County reserves the right to retain additional professional consultants that it deems appropriate.

SECTION III: DEBT AFFORDABILITY ADVISORY COMMITTEE

The Board of Supervisors established the Debt Affordability Advisory Committee (the "Committee") to review issues relevant to capital markets transactions and to make recommendations to the Board of Supervisors when appropriate. The Committee will be comprised of the County Auditor-Controller, the County Treasurer-Tax Collector, Director of the Department of Conservation and Development, and the Senior Deputy County Administrator/Finance Director. The Committee is charged with the task of reviewing and commenting upon all CFD financing as well as other types of financing proposed to be issued by the County or its related districts or agencies. The Committee is to review each proposed debt issue and provide comment on whether the proposed debt issue is consistent with these Policies. It is to comment on the economic viability and credit worthiness of the proposed debt issue. In performing its function the Committee may, in its sole discretion, review a matter more than once and retain additional consultants to assist in its review. The cost of such consultants is to be borne by the proponent of the debt issue. In addition, the Committee has an ongoing responsibility to monitor the status of debt issued by the County or related districts or agencies.

A written summary of the Debt Affordability Advisory Committee's review of the proposed financing is to be prepared and submitted to the Board of Supervisors after it considers the financing. The written summary will state the issues considered by the Committee, whether the financing and the issues considered were consistent with or at variance with these Policies, and its recommendation with regard to each issue and the financing. If the vote of the Committee is not unanimous, the written summary is to so indicate and summarize the position taken by the minority members of the Committee.

The following are those matters which at minimum the Debt Affordability Advisory Committee is to review and comment upon with regard to the CFD financings.

1. Prior to the Board of Supervisors considering the resolution of intention to establish a CFD, the Department is to determine that all land use approvals required for the project under Section IV.E. have been fulfilled and that the proposed rate and method of apportionment of the special tax is consistent with Section V.A. of these Policies. Any variation from these Policies is to be noted and a recommendation made to the Board of Supervisors with regard thereto.
2. Prior to the Board of Supervisors considering the resolution authorizing the sale and issuance of bonds, the Debt Affordability Advisory Committee is to determine that:
 - a) A current appraisal and any related absorption study have been prepared consistent with Section IV.A. and IV.B of these Policies and that satisfactory land value to lien ratios exist.
 - b) Each property owner responsible for twenty percent (20%) or more of the debt service on the bonded indebtedness to be incurred has supplied the financial security required by Section IV.C. and IV.D. of these Policies.
 - c) The rate and method of apportionment of the special tax is in compliance with Section V.A. of these Policies.
 - d) The structure of the proposed financing is consistent with the applicable subsections of Section VI of these Policies.

- e) Each property owner responsible for 20% or more of the debt service in connection with any series of bonds must be current with respect to payment of all general property taxes, and any assessments or special taxes levied.

As stated above, any variation from these Policies is to be noted and a recommendation made to the Board of Supervisors with regard thereto. In addition, the Debt Affordability Advisory Committee is to make any comment it deems relevant in determining the economic viability or credit worthiness of the proposed debt issue. The Committee is to make a recommendation to the Board of Supervisors as to whether or not to proceed with the sale and issuance of the bonds.

If the proposed financing contemplates that bonds are to be issued in series, then each series is to be reviewed and commented upon by the Debt Affordability Advisory Committee before that series of bonds is considered by the Board of Supervisors for issuance.

Any proposal for refunding or defeasing a particular CFD financing is to be reviewed for consistency with Section XI of these Policies and commented on by the Debt Affordability Advisory Committee prior to it being submitted to the Board of Supervisors for consideration.

Once issuance of bonds has been approved by the Board of Supervisors and the bonds have been sold, the County department or related district or agency having responsibility for the administration of the bond issue is to annually file with the Auditor Controller of the County a report regarding the status of the bond financing. The occurrence of a technical default, or the likelihood thereof, is to be reported immediately to the Auditor Controller of the County by the administering County department or related district or agency.

SECTION IV: ECONOMIC VIABILITY OF THE FINANCING

In evaluating the application and the proposed debt issue, the County may require any or all of the following to determine the economic viability of the proposed project and the timing of the sale of any bonds or series thereof. The following requirements would apply to a Services CFD only to the extent determined by the Department.

A. Absorption Study

Unless waived by the Debt Affordability Advisory Committee, an absorption study of the proposed project will be required for CFD financings. The absorption study will be used: (1) as a basis to verify proposed base pricing of the finished products (lots or completed buildings or dwelling units) subject to the levy of the special tax; (2) to determine the projected market absorption of such finished products and (3) as a basis for verification that the assumptions supporting the special tax formula are appropriate and sufficient revenues can be collected to support the bonded indebtedness to be incurred.

The absorption study will also be used to evaluate the timing consideration identified by the applicant and the financing team. The absorption study will be provided to the appraiser and the appraisal required below in Section IV.B. is to reflect consideration of the absorption study.

B. Appraisal

1. Definition of Appraisal

An appraisal is a written self-contained report independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information. A qualified appraiser is a state certified real estate appraiser, as defined in Business and Professions Code Section 11340.

2. Standards of Appraisal

A detailed complete appraisal will be prepared to support any CFD financing. A detailed complete appraisal will reflect nationally recognized appraisal standards including, to the extent appropriate, the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. An appraisal should also generally conform to the Appraisal Standards for Land - Secured Financings provided by the California Debt and Investment Advisory Commission ("CDIAC"). Appraisals undertaken to establish value-to-lien ratios in CFD's should value the fee simple estate, subject to special assessment and special tax liens. The estimate of Market Value should be refined to reflect the Retail Value of fully improved and occupied properties and the Bulk Sale Value of all vacant properties, including both unimproved properties and improved or partially improved but unoccupied properties. An appraisal must contain sufficient documentation including valuation data and the appraiser's analysis of the data to support his or her opinion of value. At a minimum, the appraisal will contain the following items:

- a) The purpose and/or function of the appraisal, an identification of the property being appraised, the intended use, the identity of the current and intended uses, and a statement of the assumptions and limiting conditions affecting the appraisal.
- b) An adequate description of the physical characteristics of the property being appraised, location, General Plan/zoning, present use, and an analysis of highest and best use.
- c) Relevant and reliable approaches to value consistent with commonly accepted professional appraisal practices. If a discounted cash flow analysis is used, it should be supported with at least one other valuation method, such as a market approach using sales that are at the same stage of land development, when possible. If more than one approach is utilized, there will be an analysis and reconciliation of approaches to value that are sufficient to support the appraiser's opinion of value.
- d) A description of comparable sales, including a description of all relevant physical, legal and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
- e) A statement of the value of real property.
- f) The effective date of valuation, date of appraisal, signature and certification of the appraiser.

3. Community Facilities District Appraisal Premises. The valuation of proposed special tax districts will be based on all of the following three premises:

- a) Raw Land Value. (Premise #1). The total land within the project will be valued "as is":
- (i) Without proposed infrastructure being financed or any future private improvements;
 - (ii) With existing parcel configuration and existing land use entitlements; and
 - (iii) Considering planned densities allowed by the General Plan, specific plan, zoning or other project approvals then in effect

This is a typical type of land valuation.

- b) Project Build-out value. (Premise #2). The total land within the project is valued under projected conditions:

- (i) With completion of proposed infrastructure being financed;
- (ii) At the planned densities allowed by the General Plan, specific plan, zoning or other approvals then in effect; and
- (iii) Land development is at the stage of being marketed to merchant builders or tentative tract maps ready to be filed.

This is a projected value based on project plans predicated on market conditions continuing as projected.

- c) Bulk Land Value. (Premise #3). The total land within the project is valued under projected conditions:

- (i) With completion of proposed infrastructure being financed;
- (ii) With existing parcel configuration; and
- (iii) Considering planned densities allowed by the General Plan, specific plan, zoning or other project approvals then in effect.

This premise should consider a discounted or "quick sale" valuation considering time, costs and the possibility of a pre unit value based on the total size of the project.

4. Timeliness of Information. To ensure that the opinion of value is current at the time of any bond sale, the valuation date of the appraisal or an update to the appraisal should be within three months of the bond sale.

C. Financial Information Required of Applicant

Both at time of application and prior to the sale and issuance of any bonds, the applicant for a CFD debt issue and all property owners owning land within the boundaries of the proposed financing district that will be responsible for twenty percent (20%) or more of the debt service on the bonded indebtedness to be incurred will provide financial statements (preferably audited) for the current and prior two fiscal years. The applicant will also provide all other financial information related to the proposed project that may be requested by the County.

Subsequent to the sale and issuance of the bonds, federal and state statutes and/or regulations regarding

the financing may require the preparation of periodic reports. The applicant and all major participants in the project will be required to provide that information needed to complete such statutorily required reports. In addition, the County department or related district or agency responsible for the administration of the bonds may require information of the applicant or the major participants in the project to satisfy reporting demands of rating agencies or institutional buyers.

D. Potential Third Party Guarantee of Special Tax Payments During Project Development

The greatest exposure to default on CFD bonds is the period between the issuance of bonds and project stabilization. The risk of default is increased when only a single or a few property owners are responsible for the special assessment or special tax payments. While the County's credit is not pledged to support the bonds, a default on CFD bonds can negatively impact the investment community's perception of the County.

To minimize the risk of default, the County may require a third party guarantee for the annual special tax payments within a district while the project is being developed and until there is significant absorption of the new development. The need for, nature and duration of any third party guarantees will be evaluated by the County and its financing team on a case by case basis. However, a third party guarantee would be specifically required of a developer in each year in which the developer owns or leases property within the district which is responsible for 20% or more of the special taxes levied; the guarantee would provide for 100% of the special tax levy due in each applicable fiscal year for property owned or leased by such developer. If required, the commitment letter for the third party guarantee must be provided within five days of the Resolution of Issuance and the third party guarantee must be provided prior to printing the preliminary official statement for the financing.

Third party guarantees may include letters of credit ("LOCs"), surety bonds, or some other mechanism which assures payment of special taxes while the project is being developed. When LOCs are provided, they must be in form and substance acceptable to the County from a bank acceptable to the County.

E. Land Use Approvals

For CFD financings the County will require, at a minimum that the proposed project must

1. be consistent with the County's General Plan;
2. be reviewed by the Director of the Department or designee, and have satisfied or be able to satisfy, all of the relevant land use requirements specified by the Director; and,
3. have had the service levels for the required public facilities established or the exact public facilities required for the project identified.

A proposed project that requires: (i) a General Plan amendment, (ii) a change of zone that increases the density or intensity of land use, (iii) a specific plan, or (iv) a specific plan amendment that increases the

density or intensity of land use will be referred to the Department's Community Development Division for evaluation as to whether the project is premature.

An appropriate environmental review of the proposed project is to have been completed as part of land use entitlement proceedings that will have addressed all of the public facilities that are to be constructed through the proposed financing.

F. Equity Participation by Applicant and Major Participants

In evaluating the proposed debt issue, the Debt Affordability Advisory Committee will consider the equity participation of the applicant and the major participants in the proposed project. At the time the application for the proposed financing is received, an analysis will be made as to the equity interest that the applicant has in the proposed project. It will also be required of the applicant that in addition to the financing, the applicant will fund in-tract public infrastructure and may be expected to contribute to other public improvements related to the proposed project.

SECTION V: REVENUE SUPPORTING THE FINANCING

CFD bonds are termed "limited obligations" whose primary repayment is secured by a special tax. The following are criteria that will be applied in evaluating the revenue stream that will be supporting a proposed CFD bond financing.

- A. The rate and method of apportionment of the special tax must be both reasonable and equitable in apportioning the costs of the public facilities and services to be financed to each of the parcels within the boundaries of the proposed CFD.
- B. The rate and method of apportionment must be structured to produce special taxes sufficient to pay scheduled debt service on all bonds (and provide coverage equal to 10% of debt service - see Section V.F. below), pay annual services or maintenance expenses (if applicable), establish or replenish any reserve fund for a bond issue, and pay reasonable and necessary administrative expenses of the CFD. In addition, the rate and method of apportionment may be structured to produce amounts to pay directly the costs of public facilities authorized to be financed by the CFD, the accumulation of funds reasonably required for future debt service, amounts equal to projected deficiencies in special tax payments, any remarketing, credit enhancement or liquidity fees and any other costs or payments permitted by law.
- C. The rate and method of apportionment of the special tax is to provide for the administrative expenses of the proposed CFD, including, but not limited to, those expenses necessary for the enrollment and collection of the special tax and bond administration.
- D. All property not otherwise exempted by the Act from taxation will be subject to the special tax. The rate and method of apportionment may provide for exemptions to be extended to parcels that are publicly-owned, held by property owners associations, used for a public purpose such as permanent

open space or wetlands, or affected by public utility easements making impractical their use for other than the purposes specified in the easement

- E. The annual special tax levy on each residential parcel developed to its final land use will not escalate, except that a variation for services and administrative expenses will be allowed. The County will allow an annual escalation factor, not to exceed two percent (2%) per year, on parcels to be developed for commercial or industrial uses.
- F. The maximum annual special tax, together with *ad valorem* property taxes, County Service Area charges, special assessments or taxes for an overlapping financing district, or any other charges, taxes or fees payable from and secured by the property, including potential charges, taxes, or fees relating to authorized but unissued debt of public entities other than the County, in relation to the expected assessed value of each parcel upon completion of the private improvements to the parcel is of great importance to the County in evaluating the proposed financing.

The objective of the County is to limit the total tax burden, including the *ad valorem* property taxes levied by the County, special taxes levied by any existing district for the payment of bonded indebtedness or ongoing services, assessments levied for any assessment district or maintenance district for the payment of bonded indebtedness or services and the assigned special tax for the proposed CFD, on any parcel to a maximum of two percent (2%) of the expected assessed value of the parcel upon completion of the private improvements. In evaluating whether this objective can be met, the County will consider the aggregate public service needs for the proposed project. It will consider what public improvements the applicant is proposing be financed in relation to these aggregate needs and decide what is an appropriate amount to extend in public financing to the identified public improvements.

- G. The total maximum annual special taxes that can be collected from taxable property in a district, taking into account any potential changes in land use or development density or rate, and less all projected administrative expenses, must be equal to at least one hundred ten percent (110%) of the gross annual debt service on any bonds issued by or on behalf of the CFD in each year that said bonds will remain outstanding.
- H. The rate and method of apportionment of the special tax will include a provision for a back up tax or other assurances to protect against any changes in development that would result in insufficient special tax revenues to meet the debt service requirements of the CFD. Such backup tax or other assurances will be structured in such a manner that it will not violate any provisions of the Act regarding cross-collateralization limitations for residential properties.
- I. A formula to provide for the prepayment of the special tax may be provided; however, neither the County nor the CFD will be obligated to pay for the cost of determining the prepayment amount which is to be paid by the requesting property owner.

SECTION VI: STRUCTURING THE FINANCING

In structuring a CFD financing, the County and its financing team will insure that the following issues are addressed in connection with the CFD bond issue.

A. Limited Obligations of the County

Both the statutory authority providing for the issuance of CFD bonds as well as the proceedings resulting in the sale and issuance of the bonds must ensure the bonds are limited obligations of the County payable only from the revenue source identified and do not require the expenditure of the general funds or any other revenues of the County to satisfy debt service obligations or to replenish any reserve fund established for the bonds.

B. Structuring of Debt Service

While the County prefers that debt service be structured with approximately level debt service, CFD financings may be structured with level, escalating, or declining debt service. The bonds must mature within forty (40) years of the date of the initial bonds issued. No bonds will be issued with a maturity date greater than the expected useful life of the facilities being financed.

C. Reserve Funds

The County will require that for CFD financings a reserve fund be established at a required funding level as determined appropriate by the financing team.

D. Capitalized Interest

Interest will be capitalized for a bond issue only as long as necessary to place the special tax installments on the assessment roll; provided, however, that interest may be capitalized for a longer term to be established in the sole discretion of the County on a case by case basis, not to exceed an aggregate of 18 months, taking into consideration the value to lien ratio for such bonds, the expected timing of initial occupancies of residential dwelling units or nonresidential structures within the CFD, expected absorption and buildout of the property within the applicable Community Facilities District, expected construction and completion schedule for the facilities to be funded from the proceeds of the bonds, the size of the bond issue, the development pro forma and the equity position of the applicant and such other factors as the County may consider relevant.

E. Foreclosure Covenant

In collecting delinquent special taxes, the County seeks to balance the bondholders' right to receive timely payment with fairness to property owners within the CFD who, due to extenuating circumstances, may have difficulty paying their special taxes in a timely manner. Because CFD financings generally are repaid from special tax receipts and solely secured by liens against property within the CFD, the

investment market expects to see appropriate foreclosure covenants. Foreclosure covenants would compel the County to take action to file a foreclosure action against a parcel with certain delinquency thresholds are reached. For example, a covenant may require the County to institute foreclosure if an individual delinquency exceeds a certain threshold (e.g., \$5,000) or the total amount of delinquencies exceeds a specified percentage of the total special taxes to be received (e.g., 5%). Those standards may differ if the reserve fund for the issue remains fully funded.

For each bond issue, the County and its financing team will analyze key aspects of the district (e.g., number of parcels, special tax rates, and debt service) to structure foreclosure covenants in a manner that satisfies the bondholders' need to reduce the likelihood of a shortfall in special taxes to pay debt service with the desire to provide flexibility in treatment of individual special tax payers.

F. Underwriter and Original Issue Discount

The underwriter's discount will be negotiated and determined solely by the County and will be competitive with and comparable to such discounts on similar financings being issued by the County and other public entities. The County will consider any other compensation the underwriter may be receiving in connection with the bond financing in determining the appropriate amount of the discount.

An original issue discount will be permitted only if the County determines that such discount results in a lower true interest cost on the bonds and that, for CFD financings, the use of an original issue discount will not adversely affect the ability of the CFD to construct public facilities identified by the bond documents.

SECTION VII: AGREEMENTS WITH AFFECTED PUBLIC ENTITIES

A. County Initiated CFD Financings

1. For CFDs, the joint community facilities agreement(s) required with other public entities which will own, maintain or operate the facilities to be financed must be adopted and approved by all parties at or prior to the adoption of the resolution establishing the CFD.
2. Should a CFD bond issue be for the construction of public facilities required to be sized to exceed the service needs of the properties within the boundaries of the financing district, the County will negotiate the following:
 - a) To the extent that the affected public entity's regulations allow, a credit against connection fees or other fees such that the credit will preclude the affected properties from contributing twice toward the cost of the identified public facilities.
 - b) To the extent that the affected public entity's regulations allow, a reimbursement for oversized facilities that will allow the CFD to balance the bonded indebtedness incurred with the level of benefit the properties are to receive from the public facilities that are to be financed.

- c) Any reimbursements for oversizing received from the affected public entity are to be paid to the CFD and, depending upon date of receipt, will be used either to augment construction proceeds or to reduce the outstanding bonded indebtedness of the financing district as determined appropriate by the County.

B. CFD Financings Not Initiated by the County

An administrative review will be made by the Department of all non-county initiated CFD financings that will require a joint community facilities agreement with the County to ensure compliance with the following minimum requirements. Only those financings that do not satisfy these minimum requirements will be referred to the Debt Affordability Advisory Committee for review and comment.

1. For CFDs containing residential projects, the rate and method of apportionment of the special tax will not provide for an annually increasing maximum special tax for any residential classification. However, for commercial and industrial projects within the CFD, the County will accept a maximum special tax for such classifications that escalates at a rate not to exceed two percent (2%) per year.
2. For CFDs, the total projected annual special tax revenues, less estimated annual administrative expenses, must exceed the projected annual gross debt service on the bonds by ten percent (10%). In structuring the rate and method of apportionment of the special tax, projected annual interest earnings may also be included as part of the projected annual revenues to satisfy this coverage requirement. Annual bond reserve fund interest earnings will be calculated at a rate to be determined by the County but, in no event greater than the then current passbook savings rate.
3. Whether the projected *ad valorem* property tax and other direct and overlapping debt for the property within the proposed boundaries of the CFD, including the proposed maximum special tax, does meet the County's objective of not exceeding two percent (2%) of the anticipated assessed value of each improved parcel upon completion of the private improvements as articulated in Section V.E. will be reviewed. This review will include current or estimated County Service Area or Community Service District charges, benefit assessments, levies for authorized but unissued debt and any other anticipated charge which may be included on the property tax bill.
4. With regard to any bonds to be issued, there will be created a reserve fund that will be established for each series of bonds.
5. If the County or its related districts or agencies are to:
 - a) own, operate, or maintain a majority of the facilities to be financed, or,
 - b) be the single largest recipient of the facilities to be financed, or,
 - c) own, operate or maintain facilities having a combined construction cost of \$100,000 or more, including design, engineering, construction contingencies and related costs of the

construction project,

then the County will require that all of the appropriate Policies set forth herein will be adhered to before entering into a joint community facilities agreement.

SECTION VIII: CREDIT ENHANCEMENTS

Credit enhancements, if required by the County, are to be utilized either to improve the credit worthiness of the proposed financing or to insure that the debt service requirements of the proposed debt issue are met in a timely manner. It is important to the County to minimize the possibility of a debt issue being placed in default and to insure that sufficient cash flows are available to meet debt service requirements. Section IV. D. contains a potential requirement for credit enhancement related to the ownership of 20% or more of the property within a CFD.

The County will examine carefully the provider of the required credit facility and the form that the credit facility will take. The rating of the provider, as well as the provider's capitalization, are of principal concern, and a reduction in either during the term of the credit facility to a level unacceptable to the County may require that an alternate credit facility be secured from an acceptable provider. The County reserves the right, in its sole discretion, to determine the acceptability of both the credit facility and its provider.

SECTION IX: OFFERING STATEMENTS AND DISCLOSURE

It is the intent of the County to comply with all applicable federal or state requirements regarding disclosure to insure that fair and accurate descriptions of debt issues are provided to the purchasers of the bonds. The County and any owner of property within a CFD that has not reached its entitled development and that will be responsible for the payment of special taxes representing such portion (as determined by bond counsel) of annual debt service on an issue of bonds that would cause such person or entity to be an "obligated person" under federal securities law (each, an "Obligated Person") will use all reasonable means to ensure compliance with applicable federal securities laws in connection with the issuance of debt and the provision of financial information and operating data regarding any CFD established by the County with respect to which bonds have been issued.

The County will retain disclosure counsel for any particular land secured or conduit financing having an aggregate principal value of \$1,000,000 or more. Decisions as to the adequacy of the disclosure will be determined by the County, its counsel, bond counsel and disclosure counsel. No preliminary or final offering statement for a particular land secured or conduit financing will be released for circulation unless it is deemed final by the County on the advice of its counsel, bond counsel or disclosure counsel.

With regard to the initial disclosure, each Obligated Person will be required to provide for inclusion in the official statement or other offering materials distributed in connection with the offering and sale of such bonds, such information as may be required to satisfy any requirements of, or avoid any liability under, any applicable federal or state securities laws.

The proponent(s) of a particular land secured or conduit financing and all principal participants therein are expected to provide the information requested by the County, its counsel, the underwriter, its counsel,

disclosure counsel, or bond counsel that is deemed necessary for disclosure purposes. Failure on the part of the proponent and any principal participants to comply with such requests will jeopardize completion of the debt issue.

With regard to continuing disclosure, each Obligated Person will be required to enter into an Agreement pursuant to which such Obligated Person will agree to provide financial information and operating data, on an ongoing basis, as may be required for the underwriter of such bonds to satisfy the requirements imposed on such Obligated Person pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934.

The proponent of a particular land secured or conduit financing and all Obligated Persons will be required to execute those certificates and provide those written opinions of their respective counsel that are required by the terms of the bond purchase agreement. Failure to do so will result in the bonds not being sold and issued.

Failure of the proponent of a particular land secured or conduit financing or of any Obligated Person to comply with such proponent's or Obligated Person's initial or continuing disclosure obligations pertaining to bonds previously issued for any other CFD will be grounds for denial of the application for the formation of a CFD. Any such failure should be remedied by the time of providing the preliminary official statement and such failure will be disclosed in the preliminary and final official statements as required by bond counsel and/or disclosure counsel.

SECTION X: ADMINISTRATION

All matters related to administration of issued bonds are to be handled consistent with the terms of the trust indenture or fiscal agent agreement pursuant to which the bonds were sold. Administrative responsibilities with regard to the bonds and the project being financed by bond proceeds will vary depending upon the nature of the project.

A. Debt Administration

CFD bonds are issued pursuant to bond indentures or fiscal agent agreements which identify the Auditor-Controller of the County to have administrative responsibility for these debt issues. This includes, among other duties, the computation and enrollment of the special tax, payment of principal and interest on the bonds, initiation of foreclosure proceedings with regard to delinquent parcels, and management and investment of monies held in all funds and accounts created by the bond indentures or fiscal agent agreements.

B. Notice to Future Property Owners

The Act requires that certain disclosure certificates regarding the existence of a CFD and the special tax obligation be provided to those individuals purchasing property within the CFD, including to interim purchasers and merchant builders. The County will require that the statutorily prescribed disclosure be

made to the initial purchaser of property within a CFD, and the proponent of the CFD and/or developer will make available the information necessary to complete the disclosure certificate required for secondary transfers. In its sole discretion, the County may require additional disclosure if such disclosure will aid subsequent purchasers to be made aware of the existence of the CFD and the lien obligations created by the special tax.

C. Annual Reporting

The County departments or related districts or agencies identified in Section X. of these Policies as having responsibility for bond administration will prepare and timely file with the state and federal agencies all statutorily required reports.

Consistent with Section III of these Policies, County departments or related districts or agencies having responsibility for bond administration are to prepare and submit annually to the Auditor Controller of the County a report on the status of their respective debt issues on forms to be provided by the Debt Affordability Advisory Committee. The occurrence of technical default, or the likelihood thereof, is to be reported immediately to the Auditor Controller of the County by the administering department or related district or agency. For the purposes of these Policies, the term "technical default" will mean the occurrence of an event or omission that may result in the inability to make timely payment of debt service on the financing or would jeopardize the tax exempt status of the financing (e.g., the need to draw on a reserve fund, the insolvency or bankruptcy of a principal property owner, the insolvency of a provider of a credit enhancement, or insufficient funds to make a required rebate payment).

The information contained in these reports will allow the Auditor Controller of the County to prepare an analysis of the outstanding debt of the County and its related districts or agencies.

SECTION XI: REFUNDINGS

The principal objective of the County in refunding an outstanding debt issue is to secure a public benefit which may include an interest rate savings that will result in both an annual and present value savings to the property owners responsible for paying debt service on the bonds. The actual value of the savings must significantly exceed the costs of the refunding and any increase in the principal amount of bonds that will be outstanding as a result of the refunding.

Refunding of a particular CFD financing must at minimum be structured to reflect the following:

1. The refunding bonds will mature on a date not later than the date on which the bonds being refunded (the "prior bonds") mature.
2. Annual debt service savings to be realized from the refunding are to be apportioned over the remaining life of the refunding bonds.
3. The prior bonds (or any portion thereof being refunded) are to be legally defeased in accordance

with the indenture or fiscal agent agreement authorizing their issuance. If there is no provision for their defeasance, a defeasance escrow will be established that will contain only cash or direct obligations of the United States.

4. A refunding that results in an increase in the principal amount of bonds outstanding must consider prepayments that have been received prior to the refunding.

The County will also consider refunding an outstanding land secured financing to address unacceptable or unworkable bond covenants, debt service schedules or bond maturities.

SECTION XII: AMENDMENTS AND EXCEPTIONS

The County reserves the right to amend or modify these policies at any time and the right to make exceptions or grant waivers for specific financing projects, as facts and circumstances warrant.

**County of Contra Costa
Multifamily Mortgage Revenue Bond Program
Policy**

Summary

Federal, state and local legislation authorize issuance of mortgage revenue bonds by local governments to finance the development, acquisition and rehabilitation of multifamily rental housing projects pursuant to Section 52075 of the California Health and Safety Code, and applicable provisions of the Internal Revenue Code. The allocation of private activity bond authority is secured through the California Debt Limit Allocation Committee (CDLAC). The interest on the bonds can be exempt from federal and state taxation. As a result, bonds provide below market financing for qualified rental projects located within Contra Costa County (the "County")*. In addition the bonds issued under the program can qualify projects for allocations of federal low-income housing tax credits, which can provide a significant portion of the funding necessary to develop affordable housing. The program is administered by the County's Department of Conservation and Development (DCD).

There is no direct legal liability to the County in connection with the repayment of bonds; there is no pledge of the County's faith, credit or taxing power and the bonds do not constitute general obligations of the issuer because the security for repayment of bonds is limited to project revenue and other sources specified under each financing. Project loans are, in most cases, secured by a first deed of trust on the bond-financed property. The program is completely self-supporting; developers must secure funding to pay for costs of issuance of the bonds and all other costs under each financing.

The bonds may be used for construction, rehabilitation and permanent financing. The effective mortgage rate is the aggregate of the applicable bond rate and the add-on fees charged under the program such as lender, trustee, issuer's fee, etc. The bond rate, for fixed rate bonds, is determined at the time of a bond sale, and the resulting mortgage rate is approximately 1.5-2% below conventional mortgage rates. The project loans generally have a 30-year amortization schedule.

The goals of the program include:

- Increase and preserve the supply of affordable rental housing;
- Encourage economic diversity within residential communities;
- Maintain a quality living environment for residents of assisted projects and surrounding properties; and
- In the event of provision of public funds towards the project, optimize the effectiveness of those funds by maximizing the leveraging of private sector funds.

Eligibility

The project must be located within Contra Costa County and consist of complete rental units, including full kitchens and bathrooms, and cannot be used for transient or student housing.

* The County has authority to issue on behalf of Cities within the County pursuant to Contra Costa County 1982 Home Mortgage Revenue Bonds Cooperation Agreements. The County works closely with local communities to meet their housing objectives.

There is no limit on the maximum or minimum project size or number of units. However, smaller size projects (fewer than 40 units or less than \$2 million loan) may not find tax exempt financing economically efficient due to the costs of issuance, services of the

financial team, rating fees, etc. Proposed combined or pooled projects will be considered on a case by case basis. For projects requiring bond financing greater than \$35 million, it will be necessary to obtain a waiver from the CDLAC in order to receive an allocation.

Loan funds may be used for costs of property acquisition (no more than 25% of bond proceeds can be used for the acquisition of land), construction, rehabilitation, improvements, architectural and engineering services, construction interest, loan fees and other capital costs of the project incurred after the Bond Inducement date (specified in Financing Process section).

Pursuant to federal requirements, if bonds are used for acquisition and rehabilitation, at least 15% of the portion of the acquisition cost of the building and related equipment financed with the proceeds of the bonds must be used for rehabilitation of the project.

No more than 2% of any tax-exempt bond loan can be used to finance costs of issuance, such as the services of the financing team members, rating and printing of bonds, bond allocation, etc.

County Compensation

The County's fees are comprised of (1) a non-refundable application fee due prior to drafting a Reimbursement Inducement Resolution, (2) an issuance fee due upon bond closing, and (3) an annual fee due in advance to cover costs of monitoring compliance with State and federal law requirements as contained in a Regulatory Agreement. The annual fees may be negotiated, however the standard fee is 1/8 of 1% (or .125%) of the principal amount of bonds outstanding. Annual fees are charged for the full term of the Regulatory Agreement, generally 55 years. At the County's discretion, annual fees above a \$5,000 minimum may be subordinated to payment of debt service. The County fees are summarized in the table below:

Issuer Fee Schedule

Application ⁽¹⁾	Issuance Fee		Annual Fee ⁽²⁾	
\$2,500	Rate ⁽³⁾	.125%	Rate ⁽³⁾	.125%
	Minimum	\$5,000	Minimum	\$5,000
	Maximum	\$75,000	Maximum	\$25,000

- (1) Payable upon request of Reimbursement Inducement Resolution. Amount applied to Issuance Fee at closing. DCD may waive this requirement in its sole discretion.
- (2) Amounts above the minimum may be subordinated to bond debt service, at the County's option.
- (3) Percentage applied to the initial bond issuance amount.

Types of Bonds

The County may issue either tax-exempt or taxable bonds. Taxable bonds would generally be issued in combination with tax-exempt bonds. Tax-Exempt Private Activity Bonds (non-refunding) require an allocation of bond authority from CDLAC. To obtain the allocation the County must submit an application to CDLAC on behalf of the developer. Submittal of the application is at the discretion of the County, not the developer. The developer must pay all required CDLAC fees when due.

The interest on taxable bonds is not exempt from federal taxation. These bonds are not subject to federal volume “cap” limitations and therefore do not require allocation authority from CDLAC. Taxable bonds can be used in combination with low-income housing tax credits awarded by the Tax Credit Allocation Committee. Taxable bond issues must meet all applicable requirements of this Policy (including rating requirements) and any additional regulations that may be promulgated, from time to time, by the County

The County may issue 501(c)(3) bonds on behalf of qualified nonprofit organizations. 501 (c)(3) bonds are tax-exempt and do not require an allocation from CDLAC, but cannot be used with the Low Income Housing Tax Credit Program.

Refunding Bonds will be allowed if the issuance meets the following conditions:

1. The Project Sponsor agrees to cover all costs of the issuer.
2. Projects originally financed by tax-exempt bonds prior to the 1986 Tax Act will have to make a minimum 10% of the units affordable to persons earning 50% of the median area income with the rents affordable at the same level.
3. The affordability restrictions of the existing bond regulatory agreement are subject to extension and/or additional restrictions. All specifics of refunding proposals must be approved by the County.
4. Default refunding applications require a default refunding analysis (to determine the eligibility for a default refunding). The County shall choose the firm to conduct the analysis. The project applicant will deposit the cost for the study with the County before the study begins.

Affordability Requirements

Term

The project must remain as rental housing and continuously meet the affordability requirements for at least 55 years from the date of 50% occupancy of the project. At the conclusion of the Regulatory period, rent of “in-place” tenants will continue to be governed by the applicable affordability restriction, so long as those tenants continue to live in the development.

Income Restrictions

To be eligible for tax-exempt bond financing, federal and State law require that the project meet one of the following conditions:

- (a) A minimum of 20% of the units in the project must be set aside for occupancy by households whose income does not exceed 50% of area median income, as adjusted for family size; or
- (b) A minimum of 10% of the units in the project must be set aside for occupancy by households whose incomes do not exceed 50% of area median income, as adjusted for family size AND an additional 40% of the units in the project must

be set aside for occupancy by households whose incomes do not exceed 60% of area median income, as adjusted for family size.

Project owners must certify their tenant's eligibility annually. If at the annual certification it is found that a tenant's income exceeds 140% of the current income limit, the owner must rent the next available unit of comparable size to a new income eligible tenant. The owner may raise the current tenant's rent to market rent only upon renting the next available unit to a new low-income or very low-income household, as applicable. A unit occupied only by full time students does not count towards the set-aside requirement.

Rent Restrictions

The maximum rents for all the affordable units are equal to 30% of the applicable monthly maximum income level, assuming one person in a studio, two persons in a one-bedroom, three persons in a two-bedroom and four persons in a three-bedroom unit. These assumptions differ for projects using Low Income Housing Tax Credits. In the event that both are used, the more restrictive rents apply. The maximum rents are further reduced by the amount of the utility allowance applicable to those units, based on unit size. Utility allowances are set by the Housing Authority of the County of Contra Costa and are based solely upon the utilities paid by the tenant.

The set-aside units must proportionately reflect the mix of all units in the project, be distributed throughout the project, and have the same floor area, amenities, and access to project facilities as market-rate units.

Regulatory Agreement

The rental and affordability unit requirements will be contained in a Regulatory Agreement that is recorded with the property and must be complied with by subsequent buyers for the minimum rental period. The requirements are terminated at the later of the end of the minimum rental period and repayment in full of the bonds or in the event of total casualty loss or foreclosure.

Financing Team

Bond Counsel and Financial Advisor, if applicable, specifically represent the interests and concerns of the County in ensuring the integrity of the bond transaction. The project sponsor may, at its own expense, add additional members to the finance team to represent its interests.

Financial Advisor

If deemed necessary, the Financial Advisor will be designated by DCD. They will prepare a feasibility study of whether it is economically advisable to proceed with the financing, including: evaluations of the financial strength of the project; assumptions regarding income and expenses; sources of security for bonds in addition to the project; developers financial situation and experience in operating and managing rental projects; marketability of the bonds; rights and resources of parties to the transaction in the event of default; and provide financial advise on all relevant issues to best protect the interests of the County. The compensation for financial advisory services to determine whether it is advisable to proceed with a financing will not be contingent on the sale of the bonds.

Bond Counsel

Bond Counsel will be designated for each financing by the County Board of Supervisors. Bond counsel will prepare the necessary legal documentation, including provisions regarding compliance with any applicable continuing disclosure requirements, provide an opinion regarding the validity of the bonds and their tax exemption, and provide legal advice on all relevant issues to best protect the interests of the County.

Additional Parties

The Bond Underwriter, Remarketing Agent, Private Placement Purchaser, and Bond Trustee, if required, will be selected by the County in consultation with the project sponsor. The fees for such services will be paid solely out of bond proceeds or otherwise by the project sponsor.

The Financing Process

1. Request for Financing (New or Refunding) – A letter of request must be sent to the DCD stating the desire to use the County’s Multifamily Mortgage Revenue Bond Program. The letter should include:
 - a. Name of Development Project;
 - b. Location by street address and assessor’s parcel number (if known);
 - c. Estimated number units;
 - d. Estimated development costs including land (bonds to be issued cannot exceed this amount);
 - e. Exact legal name of the ownership entity at the time of bond closing (e.g. name of individual, partnership, corporation, etc. and
 - f. If different, name of the operating entity at the time of bond closing.
 - g. Non-refundable application fee of \$2,500 to cover the administrative costs of reviewing the project feasibility, Inducement and TEFRA Hearing processes.
2. Board of Supervisor Approval of Reimbursement [Inducement] Resolution – The Reimbursement Resolution is a conditional statement of intent on the part of the County to provide tax-exempt financing for the project. The Resolution is non-binding, however it authorizes the submittal of the application to CDLAC by the County and it sets the date (which is 60-days earlier than the Inducement Date) from which costs related to the project are eligible for financing.
3. Public Hearing/Section 147(f) Resolution – Tax law requires that a public hearing be held to take comment on the nature of and location of the facility proposed to be financed with private activity bonds (Multifamily Mortgage Revenue Bonds included). The hearing must be noticed in a local newspaper of general circulation at least 14 days prior to the hearing. The legislative body then adopts a resolution approving the issuance of bonds pursuant to Section 147(f) of the Tax Code after the hearing is held. This is not the final approval of the bond issuance. The DCD holds the hearing administratively and the Board of Supervisors approves the Section 147(f) Resolution at a subsequent Board meeting. DCD may opt to schedule the required public hearing with the Board of Supervisors.
4. Securement of CDLAC Allocation – The CDLAC allocation of private activity bond authority is subject to an application process. The application must be submitted to the County for review and comment at least 10 days prior to the CDLAC deadline. The final application must include the current application fee for CDLAC and a

performance deposit in the amount of .5% of the requested allocation amount to be held by the County. The deposit is returned according to CDLAC procedures, but is subject to reversion to CDLAC if the financing does not close according to their procedures. The CDLAC process includes approximately 60 days for review of applications prior to allocation.

5. Bond Sale Resolution – When an allocation is received the County and financing parties have 90 days in which to complete the financing and sell and close on the issuance of the bonds. All real estate, lender and bond documents are completed. The Board of Supervisors must approve a Bond Sale Resolution, typically 30 days in advance of the proposed bond closing.

Bond Sale Modes/Issuing Criteria

Under its tax exempt financing program the County provides loans secured by a first deed of trust. A fundamental requirement for financings is that the project have loan underwriting and credit enhancement from a third party institution that bears the ultimate risk and responsibility of the loan. The County may consider unrated bonds on a case by case basis. Subordinate financing from other federal, state, or local agencies may be integrated into a plan of finance for the project. Early consultation with County staff is encouraged.

Any bonds issued under the program that are sold to the public should generally be rated “A”, or its equivalent, or better from a nationally recognized rating agency. The same rating requirement applies in the case of a substitution of existing credit facility for bonds that are outstanding.

A preferred way of obtaining the required rating on the bonds is through the provision of additional, outside credit support for the bond issue provided by rated, financially strong private institutions, such as bond insurance companies; domestic and foreign banks and insurance companies; FHA mortgage insurance or co-insurance, etc. The rating on the bonds is based on the credit worthiness of the participating credit enhancement provider. The applicant is required to identify and obtain credit enhancement for each bond issuance. As the primary source of security for the repayment of bonds, the credit enhancement provider reviews and approves the borrower and the project and its feasibility, including the size of the loan and the terms of repayment using their own underwriting criteria.

Fixed rate bonds, or their portion, can be issued without credit enhancement if the proposed financing structure results in the required minimum rating on the bonds by a nationally recognized rating agency. Bonds issued without credit enhancement will be sold to institutional investors in minimum \$100,000 denominations.

Private Placement Bonds

Private Placement Bonds are allowed under the following conditions:

1. The bonds are privately placed with “qualified institutional buyers” under Rule 144A of the Securities Act of 1933, or “accredited investors,” as generally defined under Regulation D of the Securities Act of 1933.
2. The bonds must be sold in minimum \$100,000 denominations.
3. All initial and subsequent purchasers must be willing to sign a sophisticated investor letter in a form approved by the County. While the bonds remain unrated, their

transferability will be restricted to qualified institutional buyers or accredited investors who sign an Investor Letter.

4. The County may limit the number of investors.
5. The owner must indemnify the County against any costs incurred by the County, including any lawsuit initiated by the bondholder or any other party, regardless of whether the developer is negligent, and if requested by the County, post a surety bond guaranteeing the same.

Change of Ownership

The County reserves the right to approve any voluntary change in ownership (i) that results in a transfer of 50% or more of the total equity interests in a developer or (ii) that results in a transfer of any general partner or managing member interest in the developer. Such approval to transfer ownership shall be at the discretion of the County. Transfers made by a limited partner tax credit investor to its affiliates may, at the County's discretion, be exempted from this requirement. The County shall review proposed owner management practices on current and previously owned properties, inspections, financial statements and credit histories.

Other Issuers

Projects financed with subordinate financing from the County (CDBG, HOME, etc.) will be financed by bonds issued by the County. The County may consent to the use of statewide issuers for private activity bonds (including 501c3 bonds) to finance projects located within the unincorporated County when such projects are part of a common plan of finance with one or more projects located within the County. DCD may waive the limitations on the use of statewide issuers.

**Contra Costa County
Debt Management Policies
For
Successor Agency to the former Contra Costa County
Redevelopment Agency**

I. Purpose

The purpose of this Successor Agency (“Agency”) Debt Management Policy is to organize and formalize the Agency’s debt-related policies and practices and establish a framework for administering and potentially refinancing the Agency's debt.

The primary objectives of the policy are to:

- Promote sound financial management
- Assist the Agency in evaluating debt refinancing options
- Ensure full and timely repayment of debt
- Maintain full and complete financial disclosure and good investor relations
- Ensure compliance with applicable state and federal laws

II. Responsibility/Approval Process

The Director of the Department of Conservation and Development, Deputy Director-Redevelopment, or designee shall be responsible for managing and coordinating all activities related to the administration and potential refinancing of the Agency’s debt, including investment of bond proceeds, compliance with bond covenants, continuing disclosure, and arbitrage compliance.

III. Debt Issuance

Refinancing The Agency may refinance all or a portion of an outstanding debt issue when such refinancing enables the Agency to realize significant debt service savings or other policy goals. In general, refinancing that produces a net present value savings of at least three percent (3%) of the refinanced debt, without extending the term of the refinanced debt, will be considered economically viable. Refinancing that produce a net present value savings of less than three percent (3%) will be considered on a case-by-case basis if there is a compelling public policy objective that is accomplished by retiring the debt. For example, the Agency may pursue a non-economic refinancing to eliminate undesirable legal covenants in outstanding bond documents, to restructure the debt service profile, or to change the tax status of the debt.

IV. Debt Structure

Project Area Debt The Agency may refinance debt for a single project area or may combine financings for multiple project areas to achieve economies of scale or credit benefits. Each project area debt component must conform to the requirements and limitations of its respective project area redevelopment plan.

Debt Service Reserve Fund The Agency may finance a debt service reserve fund from bond proceeds or other funds, consistent with federal tax law, to

enhance the marketability of the bonds and/or to satisfy requirements of outstanding debt covenants. The Agency may purchase a reserve fund equivalent (such as a reserve fund surety) when such purchase is considered to be advantageous to the economics of the debt issuance.

Bond Insurance The Agency may purchase bond insurance (or secure a letter of credit) for any proposed financing if the economic benefit of the insurance realized through lower interest costs exceeds the cost of the insurance. The Director of the Department of Conservation and Development, Deputy Director – Redevelopment or designee will solicit quotes from providers, and shall have the authority to select a provider whose bid is most cost effective, and whose terms and conditions are satisfactory to the County.

Call Provisions In general the bonds will include a call feature that is no longer than 10 years from the date of delivery of the bonds. The Agency will seek to avoid the sale of non-callable bonds absent careful evaluation by the Agency of the value of the call option.

Original Issue Discount An original issue discount will be permitted only if the Agency determines that such discount results in a lower true interest cost on the bonds and that the use will not adversely affect the projects to be financed.

Interest Rate Mode The Agency shall use only fixed-rate debt to refinance its bonds.

VI. Financing Team

The Agency employs outside financial specialists to assist in developing a debt strategy, preparing bond documents, marketing bonds to investors and generally implementing its financing plan. The Director of the Department of Conservation and Development, Deputy Director – Redevelopment, or designee shall have the authority to periodically select service providers as necessary to meet legal requirements and minimize net Agency debt costs. Such services, depending on the type of financing, may include bond counsel, disclosure counsel, financial advisory, underwriting, trustee, verification agent, escrow agent, arbitrage consulting, and fiscal consulting. The goal in selecting service providers is to achieve an appropriate balance between service and cost.

VII. Method of Sale

The Agency may select a method of sale that is most appropriate for a particular financing or debt program in light of the financial, market, transaction-specific, and Agency-related conditions. The Director of the Department of Conservation and Development, Deputy Director – Redevelopment and/or Community Development Bond Program Manager shall be responsible for determining the appropriate

manner in which to offer any securities to investors, and may consider negotiated sale, competitive bid or private placement, as appropriate. The Agency's bonds have traditionally been sold via negotiated sale. This has been reflective of a complex structure which has required significant up-front work by the bond underwriter, and a strong pre-marketing effort at sale. The Agency may elect to privately place its debt if it is demonstrated to result in a cost savings to the Agency relative to other methods of debt issuance.

VIII. Debt Administration

Investment of bond proceeds Investments of bond proceeds shall be consistent with federal tax requirements, the County's adopted Investment Policy as modified from time to time, and with requirements contained in the governing bond documents.

Continuing Disclosure The Agency is committed to full and complete primary and secondary market financial disclosure in accordance with disclosure requirements established by the Securities and Exchange Commission and Municipal Securities Rulemaking Board, as may be amended from time to time. The Agency is also committed to cooperating fully with rating agencies, institutional and individual investors, other levels of government, and the general public to share clear, timely, and accurate financial information.

Arbitrage Compliance The Agency shall maintain a system of record keeping and reporting to meet the arbitrage compliance requirements of federal tax law or procure an outside contractor for such service.



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: August 25, 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: **08/25/2015** ☒ 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 25, 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 25, 2015

Subject: RESPONSE TO CIVIL GRAND JURY REPORT NO. 1508, ENTITLED "THE UNDERUTILIZATION OF THE MARSH CREEK DETENTION FACILITY"

RECOMMENDATION(S):

1. APPROVE response to Civil Grand Jury Report No. 1508, entitled "The Underutilization of the Marsh Creek Detention Facility", and
2. DIRECT the Clerk of the Board to forward the response to the Superior Court no later than August 26, 2015.

FISCAL IMPACT:

No fiscal impact. This is an informational report.

BACKGROUND:

On May 28, 2015 the 2014/15 Civil Grand Jury filed the above-referenced report regarding the status of the Marsh Creek Detention Facility within Contra Costa County.

The Report was reviewed by the Board of Supervisors and subsequently referred to the County Administrator on the July 7, 2015 Board of Supervisors agenda (Item No. C.176), who prepared the attached response that clearly specifies:

- Whether a finding or recommendation is accepted or will be implemented;
-

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **08/25/2015** ☒ 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 25, 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)

If a recommendation is accepted, a statement as to who will be responsible for implementation and by what definite target date;

- A delineation of the constraints if a recommendation is accepted but cannot be implemented within a six-month period; and
- The reason for not accepting or adopting a finding or recommendation.

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 26, 2015 (90 days after receipt). The last Board meeting prior to the August 26, 2015 deadline is today, August 25, 2015.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

Response to Grand Jury Report No. 1508

Grand Jury Report No. 1508



**CONTRA COSTA COUNTY CIVIL GRAND JURY REPORT NO. 1508
"THE UNDERUTILIZATION OF THE MARSH CREEK DETENTION FACILITY"**

BOARD OF SUPERVISORS' RESPONSE

FINDINGS – *California Penal Code Section 933.5(a) requires a response to the designated findings of the Grand Jury.*

1. The MCDF uses 1/3 of its dormitory space.

Response: *Agree.*

2. The five-year average daily occupancy rate at the MCDF is 52 inmates, although there is capacity for 160 inmates.

Response: *Agree.*

3. MCDF, built in 1942, is 73 years old.

Response: *Agree.*

4. MCDF occupies 32 acres of a 164-acre parcel owned by the County at the southeastern foot of Mt. Diablo.

Response: *Agree.*

5. The Sheriff's Office has a shooting range and a training facility on the County's 164-acre parcel at the southeastern foot of Mt. Diablo.

Response: *Agree.*

6. There are six dormitory wings at the MCDF.

Response: *Agree.*

7. The MCDF dormitory, Wings F and G, are permanently closed, Wings B and C are open; and Wings A and D are closed but could re-open if the flooring were reinforced.

Response: *Partially Disagree. To clarify, Wings D and E are currently being used to house inmates and Wings B and C could be used immediately if needed.*

8. Barbed wire fences surround the perimeter of the MCDF.

Response: *Agree.*

9. MCDF is a low-security prison.

Response: Partially Disagree. MCDF is a county adult detention facility for sentenced inmates. The facility is not classified as a prison.

10. MCDF lacks security cameras.

Response: Partially Disagree. The MCDF has security cameras monitoring two secured holding cells related to detention transportation and the Sheriff's Range facility.

11. The Sheriff's Office does not transfer offenders who are flight risks and prone to violence to the MCDF because it lacks adequate security.

Response: Agree. The MCDF environment is not designed for inmates classified as violent and/or a flight risk.

12. One Contra Costa County Deputy Sheriff is on duty at night at the MCDF.

Response: Disagree. Minimum staffing maintained at the MCDF is at least one Sergeant and two Deputy Sheriff positions at all times.

13. There are minimal behavioral conflicts at the MCDF.

Response: Agree.

14. The infirmary at the MCDF is open 8:30 a.m. - 4:30 p.m., Monday - Friday.

Response: Agree.

15. Inmates needing access to medical personnel 24-hours a day, such as those with cardiac and pulmonary issues, diabetes, asthma and severe allergies, may not be housed at the MCDF.

Response: Partially Disagree. Medical conditions alone do not exclude inmates from having the opportunity to be housed at the MCDF.

16. The MCDF lacks a pharmacy.

Response: Agree.

17. The MCDF inmates have opportunities for rehabilitation.

Response: Agree.

18. The Sheriff's Office provides classes for personal growth, academic education and job skills to inmates at the MCDF.

Response: Agree.

19. Gang issues are a primary reason why Martinez Detention Facility inmates do not eat in a communal setting or take group classes.

Response: Partially Disagree. There are many issues that contribute to population management within the Martinez Detention Facility (MDF). Gang affiliation is a factor; however, type of offense, criminal history, and special needs housing (e.g. sex offender, gang drop-out) also play a significant role in how inmates are allowed to interact with one another in the facility.

20. Inmates at the Martinez Detention Facility are released to an interior room and a cement-walled courtyard for one to three hours either once a day or every other day, based on an inmate's classification.

Response: Partially Disagree. During "Free-Time" inmates are allowed between 1-3 hours in the exterior courtyard each day. The remainder of the day, inmates are allowed access to common areas.

21. In August 2015, there are plans to submit an application on behalf of Contra Costa County, for \$90 million of State funds made available pursuant to Senate Bill 863. The funds will be used to build a 240-bed mental health wing at the WCDF.

Response: Partially Disagree. The application will include not only mental-health space, but also 22,000 square feet for important re-entry programming for inmates.

22. If the State awards Contra Costa County with Senate Bill 863 funds, the Sheriff's Office estimates that construction of the 240-bed mental health wing at the WCDF will be completed by late 2018 or early 2019.

Response: Partially Disagree. If approved, the new facility is scheduled to be completed in late 2019.

RECOMMENDATIONS - California Penal Code Section 933.05(b) requires a response to the designated recommendations of the Grand Jury.

1. The Sheriff's Office should consider ways to fund the restoration of MCDF Wings A and B.

Response: The recommendation has been implemented. Wing B has been fully restored.

2. The Sheriff's Office should consider providing medical staffing 24-hours a day, seven days a week and a pharmacy at the MCDF, and ways to fund such staffing and the pharmacy.

Response: The recommendation has been implemented. For FY 2015/16, the Community Corrections Partnership budget includes Family Nurse Practitioner, Registered Nurse and Mental Health Clinical Specialist positions for the MCDF.

3. Once Recommendations 1 - 2 have been accomplished, the Sheriff's Office should consider broadening the classification of MCDF inmates so that the facility will be fully utilized.

Response: The recommendation has been implemented. The Sheriff's Office consistently reviews inmate eligibility to be housed at the MCDF.

4. If the State does not award SB 863 jail construction funds to the County, the Sheriff's Office should consider alternative plans and associated funding methods to reduce inmate occupancy at the Martinez Detention Facility.

Response: The recommendation has not yet been implemented, but will be once the outcome of the SB 863 grant process is known.

**A REPORT BY
THE 2014-2015 CONTRA COSTA COUNTY GRAND JURY**
725 Court Street
Martinez, California 94553

Report 1508

**The Underutilization of the Marsh Creek
Detention Facility**

Overcrowding at the Martinez Detention Facility

APPROVED BY THE GRAND JURY:

Date: _____

5-28-15


SHERRY RUFINI
GRAND JURY FOREPERSON

ACCEPTED FOR FILING:

Date: _____

5-28-15


JOHN T. LAETTNER
JUDGE OF THE SUPERIOR COURT

Contra Costa County Grand Jury Report 1508
The Underutilization of the Marsh Creek Detention Facility
Overcrowding at the Martinez Detention Facility

TO: The Contra Costa County Sheriff

SUMMARY

Contra Costa County owns 164 acres of rural land at the eastern foot of Mt. Diablo, approximately 5.5 miles south of downtown Clayton. The Contra Costa County Sheriff's Office (SO) maintains a law enforcement shooting range and safety training area at the site.

The minimum-security Marsh Creek Detention Facility (MCDF) was built on 32 acres on the north side of the property in 1942. The male-only facility has the capacity to house 160 inmates, but is underutilized by almost 70%. There are two reasons for the underutilization:

1. Inmates with cardiac/pulmonary issues, diabetes, intense allergies and asthma, cannot be housed at the MCDF because they need access to emergency care and the Contra Costa Regional Medical Center (CCRMC, the "County Hospital") is over 20 miles away. Additionally, it is unsuitable for such inmates because many of the daily activities are outdoors, the infirmary is not open at night or on the weekends and there is no pharmacy on-site.
2. The facility lacks perimeter cameras and inmates can escape by climbing over the fences. Thus, the facility is not suitable for un-sentenced pre-trial inmates who are viewed as a flight risk.

Despite MCDF's minimum security, there has been no inmate escape in years. Due to minimum misconduct by inmates, the facility is staffed by a lone deputy on the night shift. A variety of vocational classes and the rural setting provide restorative benefits. The Grand Jury has been told that both deputies and inmates consider being assigned to MCDF a privilege.

In contrast, the overcrowded four-story Martinez Detention Facility (also referred to as the County Jail) is situated on one square block of downtown Martinez. The Martinez Detention Facility houses approximately 636 inmates per day on three of the four floors (One floor is used for administration). There are no classes or vocational training at the Martinez Detention Facility and inmates eat their meals in their cells. Staff report that inmate-to-inmate violence has increased 50% over the last year. In March, one inmate took a female guard hostage for several hours before releasing her unharmed.

California State Senate Bill 863 authorizes \$500 million to non-rural counties for jail construction. The SO intends to apply for \$90 million, which it will use to construct a 240-bed mental health wing at the West County Detention Facility. This increased capacity will relieve overcrowding at the Martinez Detention Facility. If the SO's application is granted, construction will be completed by 2019. If the SO is unsuccessful, the crowding at the Martinez Detention Facility could be relieved by obtaining alternative funding.

Crowding at the Martinez Detention Facility could also be relieved if the SO renovates the permeable wood floors of the two abandoned dormitory wings at the MCDF and opens the dormitories for occupancy. So that more men might have the opportunity to rehabilitate in the MCDF setting, the SO could also add more medical personnel during evenings and weekends so that the inmate classification could be broadened.

METHODOLOGY

Detention facility tours.
Interviews with county personnel.
Prison rehabilitation research and review.

INITIAL FINDINGS

Comparison of the Martinez Detention Facility and the Marsh Creek Detention Facility.

The Martinez Detention Facility

Pursuant to Penal Code §919(b), "The Grand Jury shall inquire into the condition and management of the public prisons in the county". The 2014 - 2015 Grand Jury toured the County's adult and juvenile county detention facilities. There is a marked difference between the Martinez Detention Facility and MCDF.

The Martinez Detention Facility is usually the first point of contact for people arrested in the County. After people are booked and assessed at the Martinez Detention Facility, they are housed there until they are released, have been tried and sentenced, or are transferred to another facility. The Martinez Detention Facility is also adjacent to the

courts and administration for the SO.

Inmates who have medical or mental health issues are housed at the Martinez Detention Facility because of its proximity to CCRMC in Martinez.

Of the three adult detention centers in the County - the Martinez Detention Facility, the MCDF and the West County Detention Facility (WCDF) - the Martinez Detention Facility houses the most violent inmates. Those who are a danger to society and/or to themselves must serve their sentences in a highly-secured facility. Gang violence is also a security concern. Gang inmates exact revenge on rival gang members as well as men in the same gang. This makes congregating all inmates for classes or meals impossible. Staff must coordinate the inmates so that rivals are not in contact with each other during free time. Inmate-to-inmate violence is on the rise at the Martinez Detention Facility.

The Martinez Detention Facility was never intended to house inmates for a long period of time, but due to state-mandated prison realignment in 2011, inmates can be in custody for years while awaiting trial. Inmates are doubled-up in the interior cells and are allowed to leave their cells for only one to three hours per day. Maximum security inmates are allowed to leave their cells for one hour and ten minutes *every other day*. Outside areas are rectangular cement slabs surrounded by high walls. Inmates eat meals in their cells. There is no dedicated space for classes.



A double cell at the Martinez
Detention Facility



The Martinez Detention Facility in
Downtown Martinez



The Outside Courtyard of
the Q Wing at the Martinez
Detention Facility

The Marsh Creek Detention Facility

MCDF, built in 1942 at the foot of Mt. Diablo in Clayton, has capacity for 160 inmates. Its population fluctuates between 30 and 80 inmates, averaging approximately 50 inmates daily. There has not been an escape in years even though inmates could throw a blanket or mattress on the razor wire and climb over the fence. The staff reports that there are minimal behavioral conflicts among inmates. One deputy is assigned for the night shift and the property lacks security cameras. The inmates spend their days tending to the landscape and cultivating grape vineyards for commercial production. They prepare food, take classes to obtain high school diplomas, learn job re-entry skills, and master woodworking. There are substance abuse rehabilitation classes as well as stress management classes. In addition to a lending library and basketball courts, there is a chapel that provides weekly spiritual services for all denominations.



The Marsh Creek Detention Facility



Classroom Buildings at
the MCDF



The MCDF "D" Wing
and Outside
Courtyard



The Grounds of the
MCDF



The MCDF Vineyards

Inmate Rehabilitation

For certain inmates who have already been sentenced and are not at risk of escaping, MCDF's monastery-like setting provides a unique opportunity to rehabilitate. Stress reduction and mental restoration are benefits associated with living near green areas and spending time in natural settings. Research demonstrates that gardens - similar to MCDF - provide opportunities to reconnect with nature and that this can be a catalyst to self-improvement. Prison gardens reduce violence, improve mental health, teach horticulture skills, and reduce recidivism rates.

Furthermore, residents of urban, low socioeconomic neighborhoods often experience chronic stress due to higher exposure to noise, violence, unemployment, and crime. Chronic stress, combined with little opportunity for recovery, can lead to unhealthy levels of psychological and physiological reaction. Individuals experiencing chronic stress are more likely to suffer from impaired memory, sleep problems, loss of appetite, poor mental health, cardiovascular complications, and Type II diabetes.

Inmates spend a large portion of everyday working outdoors at the MCDF. Research shows that the human body's systems respond quickly to contact with nature. Experiencing nature can inspire feelings of contemplation, impressions that are reinforced by calmed heart rate, reduced stress response and healing processes. (See Appendix A)

Ways to Increase Occupancy at the MCDF

Four of the six dormitory wings at MCDF are uninhabited. Wings A and B are uninhabited due to unreinforced wooden floors and Wings E and F are uninhabited due to mold damage. The occupancy rate at MCDF is also limited because the MCDF infirmary is only open 8:30 - 4:30 Monday - Friday, and lacks a pharmacy.

The SO cannot currently increase occupancy at MCDF due to these conditions. To prepare the property for increased occupancy, the following should be done at MCDF:

- 1. Reinforce the floors of Wings A and B.**

Wings A and B could be occupied after the aged wooden floors are reinforced.

- 2. Expand the infirmary hours and add a pharmacy.**

If the infirmary expanded its hours and provided care seven days a week, more inmates with medical conditions could be transferred to the MCDF. An on-site pharmacy would also broaden the scope of medical care.

Ways to Decrease Occupancy at the MDF

1. **SB 863 Jail Construction Funding to increase inmate capacity**
In August 2015, the SO will apply for Senate Bill 863 funding (jail construction) that would provide \$90 million to build a 240-bed mental health wing at WCDF. The County will provide a 10% match of \$9 million. If the bid is successful, the new facility will not be completed until late 2018 or early 2019.

Conclusion

The Grand Jury recommends that the SO maintain strong inmate classification oversight so that each individual has an opportunity for restorative rehabilitation. Increasing the MCDF occupancy is an opportunity to provide more inmates with the benefits of living in a natural setting.

If the SO is unsuccessful in obtaining new construction funds for a WCDF mental health wing, the Grand Jury recommends that the SO find alternative funding to relieve the crowding at the Martinez Detention Facility.

FINDINGS

- F1. The MCDF uses 1/3 of its dormitory space.
- F2. The five-year average daily occupancy rate at the MCDF is 52 inmates, although there is capacity for 160 inmates.
- F3. MCDF, built in 1942, is 73 years old.
- F4. MCDF occupies 32 acres of a 164-acre parcel owned by the County at the southeastern foot of Mt. Diablo.
- F5. The Sheriff's Office has a shooting range and a training facility on the County's 164-acre parcel at the southeastern foot of Mt. Diablo.
- F6. There are six dormitory wings at the MCDF.
- F7. The MCDF dormitory, Wings F and G, are permanently closed, Wings B and C are open; and Wings A and B are closed but could re-open if the flooring were reinforced.
- F8. Barbed wire fences surround the perimeter of the MCDF.
- F9. MCDF is a low-security prison.

- F10. MCDF lacks security cameras.
- F11. The SO does not transfer offenders who are flight risks and prone to violence to the MCDF because it lacks adequate security.
- F12. One Contra Costa County deputy sheriff is on duty at night at the MCDF.
- F13. There are minimal behavioral conflicts at the MCDF.
- F14. The infirmary at the MCDF is open 8:30 a.m. - 4:30 p.m., Monday - Friday.
- F15. Inmates needing access to medical personnel 24-hours a day, such as those with cardiac and pulmonary issues, diabetes, asthma and severe allergies, may not be housed at the MCDF
- F16. The MCDF lacks a pharmacy.
- F17. The MCDF inmates have opportunities for rehabilitation.
- F18. The SO provides classes for personal growth, academic education and job skills to inmates at the MCDF.
- F19. Gang issues are a primary reason why Martinez Detention Facility inmates do not eat in a communal setting or take group classes.
- F20. Inmates at the Martinez Detention Facility are released to an interior room and a cement-walled courtyard for one to three hours either once a day or every other day, based on an inmate's classification.
- F21. In August 2015, there are plans to submit an application on behalf of Contra Costa County, for \$90 million of State funds made available pursuant to Senate Bill 863. The funds will be used to build a 240-bed mental health wing at the WCDF.
- F22. If the State awards Contra Costa County with Senate Bill 863 funds, the SO estimates that construction of the 240-bed mental health wing at the WCDF will be completed by late 2018 or early 2019.

RECOMMENDATIONS

- R1. The SO should consider ways to fund the restoration of MCDF Wings A and B.
- R2. The SO should consider providing medical staffing 24-hours a day, seven days a week and a pharmacy at the MCDF, and ways to fund such staffing and the pharmacy.

- R3. Once Recommendations 1 - 2 have been accomplished, the SO should consider broadening the classification of MCDF inmates so that the facility will be fully utilized.
- R4. If the State does not award SB 863 jail construction funds to the County, the SO should consider alternative plans and associated funding methods to reduce inmate occupancy at the Martinez Detention Facility.

REQUIRED RESPONSES

	<u>Findings</u>	<u>Recommendations</u>
The Contra Costa County Sheriff's Office	Findings 1-22	(Recommendations 1-4]

Appendix A

TGF Foundation Naturesacred.org *UNDERSTANDING STRESS*

Hartig, T, M Mang, & GW Evans. 1991. *RESTORATIVE EFFECTS OF NATURAL ENVIRONMENT EXPERIENCES*. Environment and Behavior 23, 1: 3-26.

Tyrväinen, L., A. Ojala, K. Korpela, T. Lanki, Y. Tsunetsugu, & T. Kagawa. 2014. *THE INFLUENCE OF URBAN GREEN ENVIRONMENTS ON STRESS RELEASE MEASURES: A FIELD EXPERIMENT*. Journal of Environmental Psychology 38: 1-9.

Ulrich R.S., 1984. *VIEW THROUGH A WINDOW MAY INFLUENCE RECOVERY FROM SURGERY*. Science 224, 27: 420-1.

Wright, Kevin. 1993. *PRISON ENVIRONMENT AND BEHAVIORAL OUTCOMES*, Journal of Offender Rehabilitation, Vol 20, 93-113