

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](http://www.co.contra-costa.ca.us).

**AGENDA**  
**October 20, 2015**

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

Inspirational Thought- "A day without laughter is a day wasted."~ Charlie Chaplin

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.55 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 October 2015 as Domestic Violence Awareness Month. (Devorah Levine, Principal Analyst, Zero Tolerance for Domestic Violence)
- PR.2** PRESENTATION to recognize Contra Costa Head Start on the occasion of the 50th anniversary of Head Start and National Head Start Awareness Month. (Camilla Rand, Community Services Bureau Director)
- PR.3** PRESENTATION honoring the winners of the Arts and Culture Commission of Contra Costa County 2015 Art Recognition Awards. (Tess Snook-O'Riva, Arts and Culture Commission of Contra Costa County, Chair)

## **DISCUSSION ITEMS**

**D. 1** CONSIDER Consent Items previously removed.

- D. 2** CONTINUED HEARING to determine whether the Lafayette Christian Church is entitled to a refund of property taxes, under Section 214(a) of the California Revenue and Taxation Code, paid for the 2014/15-tax year on residential real property located at 3213 Sharon Court in Lafayette, California. (Supervisor Andersen)
- D. 3** CONSIDER report on flood preparedness and creek and channel safety awareness, as recommended by the Chief Engineer, Flood Control & Water Conservation District, Countywide. (No fiscal impact) (Julie Bueren, Public Works Director)
- D. 4** CONSIDER accepting the reports from the Health Services Department on the Planning and Integration Team for Community Health, the Health In All Policies, and the Built Environment Program, as recommended by the Family and Human Services Committee. (William Walker, M.D., Health Services Director)
- D. 5** CONSIDER report on options for placing a County sales tax measure on the November 2016 ballot; DETERMINE what further actions should be taken at this time; DIRECT staff as appropriate. (David Twa, County Administrator)
- D. 6** CONSIDER authorizing the Chair of the Board of Supervisors to sign a letter to the Contra Costa Transportation Authority providing comments on their development of a Transportation Expenditure Plan for a potential sales tax measure in November 2016 and directing staff as appropriate. (John Kopchik, Conservation and Development Director)
- D. 7** CONSIDER adopting Resolution No. 2015/401 reallocating the classification of Director of Animal Services – Exempt on the Salary Schedule and APPOINT Sarah Beth Ward to the position of Director of Animal Services – Exempt at Step 8 of the salary range effective November 2, 2015. (David Twa, County Administrator)
- D. 8** CONSIDER adopting Resolution No. 2015/406 approving the Memorandum of Understanding (MOU) between Contra Costa County and the Deputy District Attorneys' Association (DDAA) for the period of July 1, 2015 through June 30, 2018. (David Twa, County Administrator)
- D. 9** CONSIDER adopting Resolution No. 2015/407 regarding salary increases for unrepresented attorney classifications. (David Twa, County Administrator)

**D.10** Acting as the Governing Body of the Contra Costa County Fire Protection District, CONSIDER adopting Resolution No. 2015/408 regarding salary increases for unrepresented fire safety management classifications in the Contra Costa County Fire Protection District, as recommended by the County Administrator. (David Twa, County Administrator)

**D.11** Acting as the Governing Body of the Contra Costa County Fire Protection District, CONSIDER adopting Resolution No. 2015/403, which supersedes Resolution No. 2012/505, regarding compensation and benefits for unrepresented fire safety management classifications in the Contra Costa County Fire Protection District, as recommended by the County Administrator. (David Twa, County Administrator)

**D. 12 PUBLIC COMMENT (3 Minutes/Speaker)**

D. 13 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))**

*Brent Warren v. Contra Costa County Fire Protection District, WCAB #ADJ8600139*

**C. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to Gov. Code, § 54956.9(d)(2): One potential case

**ADJOURN**

in memory of

**Deldridge "Bubba" Cooper**

Contra Costa County Employee

**David Del Simone**

Former Contra Costa County Law Library Trustee

**CONSENT ITEMS**

**Road and Transportation**

- C. 1** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with DKS Associates to extend the term from October 23, 2015 to April 23, 2017, and increase the payment limit by \$170,000 to a new payment limit of \$820,000, to provide Area of Benefit (AOB) Program updates, countywide. (100% AOB Funds)
- C. 2** ADOPT Resolution No. 2015/378 accepting as complete the contracted work performed by American Pavement Systems, Inc., for the 2015 Asphalt Rubber Cape Seal Project, as recommended by the Public Works Director, Richmond and Blackhawk areas. (100% Local Road Funds)
- C. 3** ADOPT Resolution No. 2015/379 accepting as complete the contracted work performed by Telfer Highway Technologies for the 2015 Pavement Surface Treatment Project, as recommended by the Public Works Director, Alamo area. (97% Local Road Funds and 3% Monument Preservation Funds)
- C. 4** ADOPT Resolution No. 2015/384 approving and authorizing the Public Works Director, or designee, to fully close a portion of Knightsen Avenue between Curlew Connex and Delta Road, and fully close all of 2nd Street, on November 28, 2015, from 2:00 p.m. through 7:00 p.m., for the purpose of a Christmas Parade and Tree Lighting, Knightsen area. (No fiscal impact)

**Engineering Services**

- C. 5** ADOPT Resolution No. 2015/388 to replace and supersede Resolution No. 2015/232 for minor subdivision MS93-00021, for a project being developed by Michael P. Scarpelli, as recommended by the Public Works Director, Diablo area. (No fiscal impact)
- C. 6** ADOPT Resolution No. 2015/387 accepting an Offer of Dedication for Drainage Purposes for minor subdivision MS00-0003, for a project being developed by ONY Homes, LLC, as recommended by the Public Works Director, Alamo area. (No fiscal impact)

## **Special Districts & County Airports**

- C. 7** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a contract with C & S Engineers, Inc., in an amount not to exceed \$300,000 to provide on-call design, engineering, and planning services for the Buchanan Field and Byron Airports for the period November 1, 2015 to October 31, 2020. (100% Airport Enterprise Fund)
- C. 8** APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control & Water Conservation District, or designee, to execute, on behalf of the Contra Costa Clean Water Program, a contract amendment with EOA, Inc., effective October 31, 2015, to extend the term from October 31, 2015 to October 31, 2016, for continuing compliance with National Pollutant Discharge Elimination System Permits, countywide. (No fiscal impact)
- C. 9** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a contract with Mead & Hunt, Inc., in an amount not to exceed \$300,000 to provide on-call design, engineering, and planning services for the Buchanan Field and Byron Airports for the period November 1, 2015 to October 31, 2020. (100% Airport Enterprise Fund)

## **Claims, Collections & Litigation**

- C. 10** DENY claims filed by Lola Akhmedova, Aziza U. Estevez, and Guishan Adkmedova; Ciprian Tudo, and Carlos Aguila.

## **Statutory Actions**

- C. 11** ACCEPT Board members' meeting reports for September 2015.

## **Honors & Proclamations**

- C. 12** ADOPT Resolution No. 2015/300 to recognize Citizens for East Shore Parks for 30 years of service protecting the East Bay shoreline, as recommended by Supervisor Gioia.
- C. 13** ADOPT Resolution No. 2015/350 to recognize Contra Costa Head Start on the occasion of the 50th anniversary of Head Start and National Head Start Awareness Month, as recommended by the Employment and Human Services Director.

- C. 14** ADOPT Resolution No. 2015/382 recognizing the retirement of Eleanor Loynd, neighborhood activist and planning and zoning advocate, as recommended by Supervisor Gioia.
- C. 15** ADOPT Resolution No. 2015/402 honoring the Community Housing Development Corporation on its 25th Anniversary of helping thousands of people secure safe, clean affordable housing, as recommended by Supervisor Gioia.
- C. 16** ADOPT Resolution No. 2015/389 declaring the week of October 19–24, 2015, as California Flood Preparedness Week, as recommended by the Chief Engineer, Flood Control & Water Conservation District, Countywide. (See D.3) (No fiscal impact)
- C. 17** ADOPT Resolution No. 2015/394 honoring the winners of the Arts and Culture Commission of Contra Costa County 2015 Art Recognition Awards, as recommended by the County Administrator.
- C. 18** ADOPT Resolution No. 2015/395 to proclaim October 25-31, 2015 as Lead Poisoning Prevention Week, as recommended by the Health Services Director.
- C. 19** ADOPT Resolution No. 2015/396 proclaiming Contra Costa County Men of Merit Day, as recommended by Supervisor Gioia.
- C. 20** ADOPT Resolution No. 2015/397 recognizing October 2015 as Domestic Violence Awareness Month, as recommended by Supervisor Gioia.
- C. 21** ADOPT Resolution No. 2015/399 recognizing Darwin Marable for his service to the Arts & Culture Commission, as recommended by Supervisor Andersen.

### **Ordinances**

- C. 22** INTRODUCE Ordinance No. 2015-23 amending the County Ordinance Code to exempt from the merit system the classification of Deputy Fire Chief-Exempt, WAIVE reading and FIX November 3, 2015, for adoption. (No fiscal impact) (Consider with C.30)

### **Appointments & Resignations**

- C. 23** REAPPOINT Y'Anad Burrell to the At-Large 1 seat and APPOINT Cindy McCann to the Alternate Seat on the Arts and Culture Commission of Contra Costa County for a term ending on June 30, 2019, as recommended by the Family and Human Services Committee.

- C. 24 APPOINT in lieu of election of Thomas Baldocchi, Sr., to serve until December 2019 on the Board of Trustees for Reclamation District No. 2065 (Veale Tract), as recommended by the County Administrator.
- C. 25 ACCEPT the resignation of Belinda Lucey, DECLARE a vacancy in District II Alternate seat on the First 5 Contra Costa Children and Families Commission effective immediately, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Andersen.
- C. 26 ACCEPT the resignation of Anne Struthers from the Alamo Police Services Advisory Committee effective immediately, as recommended by Supervisor Andersen.

### **Appropriation Adjustments**

- C. 27 Sheriff Law Enforcement Training Center (0258): APPROVE Appropriations and Revenue Adjustment No. 5005 increasing appropriations in the amount of \$239,604 from fund balance for the purchase of seven training vehicles and a storage shed for the Law Enforcement Training Center. (100% Law Enforcement Training Center Enterprise Fund balance)
- C. 28 Conservation & Development (0591) / General County Revenue (0005): APPROVE Appropriations and Revenue Adjustment No. 5007 authorizing new General County Revenue in the amount of \$25,000 from back-paid State SB 90 mandate reimbursement and appropriating it to the Conservation and Development Department for the study of Community Choice Energy Aggregation.

### **Personnel Actions**

- C. 29 ADOPT Position Adjustment Resolution No. 21719 to add two Departmental Fiscal Officer (unrepresented) positions; one Supervising Accountant (represented) position; one Social Services Fiscal Compliance Accountant (represented) position; one Administrative Services Assistant III (represented) position; and one Accountant III (represented) in the Employment and Human Services Department. (45% Federal, 45% State, and 10% County)
- C. 30 ADOPT Position Adjustment Resolution No. 21770 to establish the classification of Deputy Fire Chief-Exempt (unrepresented), allocate on the salary schedule, and add one Deputy Fire Chief-Exempt position in the Contra Costa County Fire Protection District. (100% Contra Costa County Fire Protection District special revenue fund) (Consider with C.22)
- C. 31 ADOPT Position Adjustment Resolution No. 21768 to decrease the hours of one Exempt Medical Staff Dentist (represented) position in the Health Services Department. (Cost Savings)

- C. 32 ADOPT Position Adjustment Resolution No. 21769 to increase the hours of one Public Health Nurse (represented) position in the Health Services Department. (100% Targeted Case Management Revenue)
- C. 33 ADOPT Resolution No. 2015/400, approving the side letter between Contra Costa County and Professional & Technical Engineers, Local 21 amending the parties' Memorandum of Understanding to specify that Section 42.12, Library Holidays will apply to Unit C, as recommended by the County Administrator.

### **Grants & Contracts**

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

- C. 34 APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture, to pay the County an amount not to exceed \$60,262 to provide quarantine response activities for the period October 1, 2015 through September 30, 2016. (No County match)
- C. 35 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with John Muir Health, including mutual indemnification, to pay the County in an amount not to exceed \$285,000 for Contra Costa Health Services to hire one Spanish medical interpreter for the Health Care Interpreter Network Cooperative Program, for the period October 1, 2015 through September 30, 2018. (No County match)

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

- C. 36 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Mental Health Systems, Inc., in an amount not to exceed \$3,575,000, to provide Mental Health Services Act (MHSA) Community Services and Supports Program, for the period October 1, 2015 through June 30, 2017, with a six-month automatic extension through December 31, 2017, in an amount not to exceed \$950,000. (35% by Federal Financial Participation and 65% by State MHSA)



- C. 37** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to (1) execute a contract amendment with InTelegy Corporation for software support transition services with no change in the total contract amount of \$430,250 and no change in contract term of July 1, 2015 through March 31, 2016, and (2) execute a Software License Agreement with InTelegy Corporation for a workload distribution tool software application for the period October 20, 2015 until terminated. (10% County, 45% State, 45% Federal)
- C. 38** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with California Ambulance, including modifications to the County's standard general conditions, in an amount not to exceed \$125,000 to provide non-emergency patient transportation services to patients at Contra Costa Regional Medical Center and Health Centers, for the period July 1, 2015 through June 30, 2016. (100% Hospital Enterprise I)
- C. 39** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with STAND! For Families Free of Violence, in an amount not to exceed \$1,380,000 to provide therapeutic behavioral services, respite, mentoring services, and emergency placement for the period July 1, 2015 through June 30, 2016, with a six-month automatic extension through December 31, 2016 in an amount not to exceed \$690,000. (50% Federal Financial Participation; 50% Mental Health Realignment)
- C. 40** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Total Renal Care, Inc., effective September 1, 2015, to increase the payment limit by \$924,000 to a new payment limit of \$1,864,000, to provide blood treatment services, including dialysis, renal replacement and apheresis therapies for inmates/patients at the County's Adult Detention Facility, with no change in the original term of July 1, 2011 through June 30, 2017. (100% Hospital Enterprise Fund I)
- C. 41** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Skyline Crest Enterprises, LLC, in an amount not to exceed \$153,000 to provide residential board and care services for post medical, surgical, and/or custodial care patients who have been discharged from Contra Costa Regional Medical Center, for the period November 1, 2015 through October 31, 2016. (100% County General Fund)
- C. 42** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with All Health Services, Inc., in an amount not to exceed \$1,967,000 to provide temporary medical staffing at the Contra Costa Regional Medical, Health Centers and Detention Facilities, for the period October 1, 2015 through September 30, 2017. (100% Hospital Enterprise Fund I)

- C. 43** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Desarrollo Familiar, Inc., in an amount not to exceed \$354,700 to provide school-based mental health services for Latino children and their families for the period July 1, 2015 through June 30, 2016, with a six-month automatic extension through December 31, 2016 in an amount not to exceed \$177,350. (50% Federal Financial Participation; 50% Mental Health Realignment)
- C. 44** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Desarrollo Familiar, Inc., in an amount not to exceed \$211,348 to continue the implementation of the Mental Health Services Act Community Services and Supports Program for eligible adult clients for the period July 1, 2015 through June 30, 2016, with a six-month automatic extension through December 31, 2016 in an amount not to exceed \$105,674. (22% Federal Financial Participation; 78% State Mental Health Services Act)
- C. 45** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with United Family Care, LLC (dba Family Courtyard) in an amount not to exceed \$453,840 to provide augmented board and care services for the period December 1, 2015 through November 30, 2016. (100% Mental Health Realignment)
- C. 46** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with AYA Healthcare, Inc., in an amount not to exceed \$600,000 to provide temporary nursing staff for Contra Costa Regional Medical and Health Centers, for the period September 1, 2015 through June 30, 2017. (100% Hospital Enterprise Fund I)
- C. 47** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Specialty Laboratories, Inc. (dba Quest Diagnostics Nichols Institute of Valencia), effective August 1, 2015, to increase the payment limit by \$600,000 to a new payment limit of \$1,550,000 to provide additional outside clinical laboratory services for Contra Costa Regional Medical and Health Centers, with no change in the original term of January 1 through December 31, 2015. (100% Hospital Enterprise Fund I)
- C. 48** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with La Clinica de la Raza, Inc., in an amount not to exceed \$400,000 to provide mental health services to severely emotionally disturbed children in East County for the period July 1, 2015 through June 30, 2016, with a six-month automatic extension through December 31, 2016 in an amount not to exceed \$200,000. (50% Mental Health Realignment; 50% Federal Financial Participation)

### **Other Actions**

- C. 49** ACCEPT the status report and associated documents regarding enforcing and administering the Alcoholic Beverage Sales Commercial Activities Zoning Ordinance that regulates the sale of alcohol in the unincorporated County for all Deemed Approved establishments, and DIRECT staff to study whether the existing \$400 annual fee per license is adequate to cover the costs of the administration and enforcement of the amended Ordinance and policies, as recommended by the Conservation and Development Director.
- C. 50** ADOPT Resolution No. 2015/381 granting a pipeline franchise for a public utility transmitting oil or oil products to SFPP, LP, for pipelines located in the unincorporated area of the County near Bay Point, Brentwood, Concord, Discovery Bay, Martinez, North Richmond, and Rodeo, as recommended by the Public Works Director. (100% General Fund)
- C. 51** AUTHORIZE the Chair of the Board of Supervisors to sign a letter to the California Natural Resources Agency presenting the County's comments on the Draft Bay Delta Conservation Plan/California Water Fix and associated Partially Recirculated Draft Environmental Impact Report and Supplemental Environmental Impact Statement, and DIRECT staff to submit the letter and detailed comments prior to the October 30, 2015 deadline, as recommended by the Conservation and Development Director. (100% Contra Costa County Water Agency)
- C. 52** ADOPT Resolution No. 2015/392 authorizing the sale of specified tax-defaulted property at public auction, pursuant to the California Revenue and Taxation Code §3698, as recommended by the County Treasurer-Tax Collector.
- C. 53** 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. 54** REFER to the Internal Operations Committee the development of a policy for Board consideration to guide the sharing of costs between the County and local jurisdictions of annexation feasibility studies, as recommended by Supervisor Gioia.
- C.55** APPROVE and AUTHORIZE the Auditor-Controller to pay up to \$1,000 for expenses incurred by the Clerk-Recorder, the designated Chair of the 2015 Contra Costa County Combined Charities Campaign, to promote the annual County Combined Charities Campaign, as recommended by the County Administrator. (100% General Fund)

## **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 96 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.

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[www.co.contra-costa.ca.us](http://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	December 14, 2015	10:30 a.m.	See above
Family & Human Services Committee	November 9, 2015	10:30 a.m.	See above
Finance Committee	November 2, 2015	10:30 a.m.	See above
Hiring Outreach Oversight Committee	November 5, 2015 CANCELED	1:00 p.m.	See above
Internal Operations Committee	November 9, 2015	2:30 p.m.	See above
Legislation Committee	November 5, 2015	10:30 a.m.	See above
Public Protection Committee	November 9, 2015	1:00 p.m.	See above

Transportation, Water & Infrastructure Committee	November 2, 2015	1:00 p.m.	See above
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**AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.**

**Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order):**

Contra Costa County has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. Following is a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

- AB** Assembly Bill
- ABAG** Association of Bay Area Governments
- ACA** Assembly Constitutional Amendment
- ADA** Americans with Disabilities Act of 1990
- AFSCME** American Federation of State County and Municipal Employees
- AICP** American Institute of Certified Planners
- AIDS** Acquired Immunodeficiency Syndrome
- ALUC** Airport Land Use Commission
- AOD** Alcohol and Other Drugs
- ARRA** American Recovery & Reinvestment Act of 2009
- BAAQMD** Bay Area Air Quality Management District
- BART** Bay Area Rapid Transit District
- BayRICS** Bay Area Regional Interoperable Communications System
- BCDC** Bay Conservation & Development Commission
- BGO** Better Government Ordinance
- BOS** Board of Supervisors
- CALTRANS** California Department of Transportation
- CalWIN** California Works Information Network
- CalWORKS** California Work Opportunity and Responsibility to Kids
- CAER** Community Awareness Emergency Response
- CAO** County Administrative Officer or Office
- CCCPCFD (ConFire)** Contra Costa County Fire Protection District
- CCHP** Contra Costa Health Plan
- CCTA** Contra Costa Transportation Authority
- CCRMC** Contra Costa Regional Medical Center
- CCWD** Contra Costa Water District
- CDBG** Community Development Block Grant
- CFDA** Catalog of Federal Domestic Assistance
- CEQA** California Environmental Quality Act
- CIO** Chief Information Officer
- COLA** Cost of living adjustment
- ConFire (CCCPCFD)** Contra Costa County Fire Protection District
- CPA** Certified Public Accountant
- CPI** Consumer Price Index
- CSA** County Service Area

**CSAC** California State Association of Counties  
**CTC** California Transportation Commission  
**dba** doing business as  
**DSRIP** Delivery System Reform Incentive Program  
**EBMUD** East Bay Municipal Utility District  
**ECCFPD** East Contra Costa Fire Protection District  
**EIR** Environmental Impact Report  
**EIS** Environmental Impact Statement  
**EMCC** Emergency Medical Care Committee  
**EMS** Emergency Medical Services  
**EPSDT** Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)  
**et al.** et alii (and others)  
**FAA** Federal Aviation Administration  
**FEMA** Federal Emergency Management Agency  
**F&HS** Family and Human Services Committee  
**First 5** First Five Children and Families Commission (Proposition 10)  
**FTE** Full Time Equivalent  
**FY** Fiscal Year  
**GHAD** Geologic Hazard Abatement District  
**GIS** Geographic Information System  
**HCD** (State Dept of) Housing & Community Development  
**HHS** (State Dept of ) Health and Human Services  
**HIPAA** Health Insurance Portability and Accountability Act  
**HIV** Human Immunodeficiency Syndrome  
**HOME** Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households  
**HOPWA** Housing Opportunities for Persons with AIDS Program  
**HOV** High Occupancy Vehicle  
**HR** Human Resources  
**HUD** United States Department of Housing and Urban Development  
**IHSS** In-Home Supportive Services  
**Inc.** Incorporated  
**IOC** Internal Operations Committee  
**ISO** Industrial Safety Ordinance  
**JPA** Joint (exercise of) Powers Authority or Agreement  
**Lamorinda** Lafayette-Moraga-Orinda Area  
**LAFCo** Local Agency Formation Commission  
**LLC** Limited Liability Company  
**LLP** Limited Liability Partnership  
**Local 1** Public Employees Union Local 1  
**LVN** Licensed Vocational Nurse  
**MAC** Municipal Advisory Council  
**MBE** Minority Business Enterprise  
**M.D.** Medical Doctor  
**M.F.T.** Marriage and Family Therapist  
**MIS** Management Information System  
**MOE** Maintenance of Effort  
**MOU** Memorandum of Understanding

**MTC** Metropolitan Transportation Commission  
**NACo** National Association of Counties  
**NEPA** National Environmental Policy Act  
**OB-GYN** Obstetrics and Gynecology  
**O.D.** Doctor of Optometry  
**OES-EOC** Office of Emergency Services-Emergency Operations Center  
**OPEB** Other Post Employment Benefits  
**OSHA** Occupational Safety and Health Administration  
**PARS** Public Agencies Retirement Services  
**PEPRA** Public Employees Pension Reform Act  
**Psy.D.** Doctor of Psychology  
**RDA** Redevelopment Agency  
**RFI** Request For Information  
**RFP** Request For Proposal  
**RFQ** Request For Qualifications  
**RN** Registered Nurse  
**SB** Senate Bill  
**SBE** Small Business Enterprise  
**SEIU** Service Employees International Union  
**SUASI** Super Urban Area Security Initiative  
**SWAT** Southwest Area Transportation Committee  
**TRANSPAC** Transportation Partnership & Cooperation (Central)  
**TRANSPLAN** Transportation Planning Committee (East County)  
**TRE** or **TTE** Trustee  
**TWIC** Transportation, Water and Infrastructure Committee  
**UASI** Urban Area Security Initiative  
**VA** Department of Veterans Affairs  
**vs.** versus (against)  
**WAN** Wide Area Network  
**WBE** Women Business Enterprise  
**WCCTAC** West Contra Costa Transportation Advisory Committee





Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: October 20, 2015

Subject: Hearing to Consider Claim for Property Tax Refund filed on behalf of Lafayette Christian Church

---

**RECOMMENDATION(S):**

1. CONTINUE HEARING to determine whether the Lafayette Christian Church is entitled to a refund of property taxes, under Section 214(a) of the California Revenue and Taxation Code, paid for the 2014/15-tax year on residential real property located at 3213 Sharon Court in Lafayette, California; CLOSE the public hearing. CONSIDER whether the evidence presented supports the claim that the subject property was exempt from the payment of property taxes in 2014/15; APPROVE or DENY the claim.
- 2.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Lisa Driscoll, (925)  
335-1023

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

If the claim is approved, AUTHORIZE and DIRECT the Auditor-Controller to refund monies paid for property taxes for the FY 2014/15-tax year in the approximate amount of \$9,742.74.

FISCAL IMPACT:

If the claim is granted, the County's portion of the refund in the amount of approximately \$1,196 will be paid from the County General Fund.

BACKGROUND:

On September 15, 2015, a hearing was held before this Board on the claim filed by the Lafayette Christian Church ("Church") for a Revenue and Taxation Code section 214(a) welfare exemption and refund of 2014/15 property tax it paid for church owned, residential real property located at 3213 Sharon Court in Lafayette ("Property"). A copy of the Church's June 22, 2015, claim for exemption is attached to this Board Order as **Attachment A**.

Testimony was given at the hearing by Alaine Brandt on behalf of the Church. Ms. Brandt testified that the Property was only used for exempt religious activities during the relevant period. She confirmed that these activities included use of the Property as a parsonage where their minister lived from March 1, 2013 through October 1, 2013. Though the parsonage was temporarily vacant during the lien period, Ms. Brandt explained that it served as a recruitment tool in the Church's search for a new minister from late 2013 through early 2014. Ms. Brandt also indicated that the Property was used as a place to hold Church related meetings, as place to repair church furniture, and a place to store items such as furniture, appliances and supplies from the church. The residence was not used for any non-church related activities.

A PowerPoint presentation was made by Beth Grose, Principal Appraiser for the Contra Costa County Assessor's Office explaining the reasons why the Assessor does not believe the welfare exemption is warranted. A copy of the PowerPoint presentation is attached to this Board Order as **Attachment B**. On June 17, 2014, the Assessor's Office wrote to the Church denying the claim for refund on the basis that the property was not used as a parsonage on January 1, 2014, the statutory date used to determine eligibility for the exemption for 2014-2015 tax year. The Assessor's Office maintained that the property did not qualify for an exemption because the vacant property was not being used for a religious purpose. According to the Assessor's Office, the Church's stated intention to continue to use the house as a parsonage and their description of other church related activities that continued to take place there was not sufficient to establish the type of religious purpose that would qualify the property for a welfare exemption under Revenue and Taxation Code section 214.

Under Revenue and Taxation Code section 214, property that is used exclusively for religious purposes may be eligible for an exemption from ad valorem property taxation if a taxpayer applies for a welfare exemption. Housing used for religious purposes may fall within this exemption. See, e.g., *In House of Rest of the Presbyterian Church in the USA v. County of Los Angeles* (1957) 151 Cal.App.2d 523. If a property does not fall into the category of housing used for religious purposes, it may still be found to be exempt if it was exclusively being used for other religious purposes. In such a case, the taxpayer may be eligible for a refund of property taxes paid on the basis that taxes should not have been levied on the property. [Rev. & Tax. Code, §§ 5096(c), 5097(a)(2).] The Board of Supervisors has discretion to determine whether the taxpayer qualifies for the refund of property taxes. A memorandum from the County Counsel's Office that further discusses the legal criteria applicable to the Board's consideration of the evidence in this matter is attached as **Attachment C**.

To be eligible for 100 percent of the exemption, the deadline for submitting a welfare exemption claim is on or before February 15. When a claim is not filed on or before February 15 but is filed before January 1 of the next calendar year, the greater of (1) 90 percent of any tax, penalty, or interest or (2) any tax, penalty or interest exceeding \$250 in total, may be canceled or refunded. In this instance, the taxpayer filed on March 24, 2014, two months after the February 15, 2014 filing deadline for the 2014-2015 year. If the Board determines that the property located at 3213 Sharon Court in Lafayette should have been eligible for the welfare exemption for the 2014-2015 tax year, the Lafayette Christian Church would be eligible for the full amount of \$9,992.74 less \$250,

or \$9,742.74.

Property tax refunds ordered by the Board are paid by the Auditor-Controller. [Rev. & Tax. Code, § 5101; see also Rev. & Tax. Code, § 5151.]

CONSEQUENCE OF NEGATIVE ACTION:

Failure to take the recommended action may prevent the Lafayette Christian Church from having its claim concerning the property-tax exempt use of the property heard.

ATTACHMENTS

Attachment A

Attachment B

Attachment C

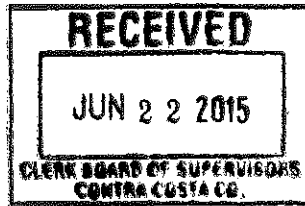
**BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY**  
**INSTRUCTIONS TO CLAIMANT**

- A. A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented not later than one year after the accrual of the cause of action.  
(Gov. Code § 911.2.)
- B. Claims must be filed with the Clerk of the Board of Supervisors at its office in Room 106, County Administration Building, 651 Pine Street, Martinez CA 94553.
- C. If claim is against a district governed by the Board of Supervisors, rather than the County, the name of the District should be filed in.
- D. If the claim is against more than one public entity, separate claims must be filed against each public entity.
- E. Fraud- See penalty or fraudulent claims, Penal Code Sec. 72 at the end of this form.

RE: Claim By:

Reserved for Clerk's filing stamp

Lafayette Christian Church  
584 Glenside Dr.  
Lafayette, CA 94549  
Against the County of Contra Costa or  
\_\_\_\_\_  
District)  
(Fill in the name)  
\_\_\_\_\_



The undersigned claimant hereby makes claim against the County of Contra Costa or the above-named district in the sum of \$ 9,806.14 and in support of the claim represents as follows:

1. When did the damage or injury occur? (Give exact date and hour)  
17 June, 2014
2. Where did the damage or injury occur? (Include city and county)  
County Assessor's Office
3. How did the damage or injury occur? (Give full details; use extra paper if required)  
Failure to grant an exemption to Property Taxes for property used as a parsonage. See Exhibit A and B.
4. What particular act or omission on the part of county or district officers, servants or employees caused the damage or injury?  
See #3 above.
5. What are the names of county or district officers, servants or employees causing the damage or injury?  
Gus S. Kramer  
Assessor  
Contra Costa County
6. What damage or injuries do you claim resulted? (Give full extent of injuries or damages claimed. Attach two estimates for auto damage.)  
Payment of \$9,806.14

7. How was the amount claimed above computed? (Include the estimated amount of any prospective damage or injury.) *See attached copy of 2014 - 2015 Secured Property Tax Bill*
8. Names and addresses of witnesses, doctors and hospitals:  
*NA*
9. List the expenditures you made on account of the accident or injury:

<u>DATE</u>	<u>TIME</u>	<u>AMOUNT</u>
<i>December 10, 2014</i>		<i>\$4,543.07</i>
<i>April 10, 2015</i>		<i>\$4,543.07</i>

) Gov. Code Sec. 9110.2 provides "The claim shall be signed by the claimant or by some person on his behalf.

SEND NOTICES TO: (Attorney)

Name and address of Attorney

*Lafayette Christian Church*  
*Attention: Richard Black*  
*584 Glenside Drive*  
*Lafayette, CA 94549*

*Richard Black*  
(Claimant's Signature)  
*chief financial officer*  
*3082 Sweetbrier Circle*  
(Address)  
*Lafayette, CA 94549*

Telephone No. *925-283-8304*

Telephone No. *925-283-8376*

**PUBLIC RECORDS NOTICE:**

Please be advised that this claim form, or any claim filed with the County under the Tort Claims Act is subject to public disclosure under the California Public Records Act. (Gov. Code §§ 6500 et seq.) Furthermore, any attachments, addendums, or supplements attached to the claim form, including medical records, are also subject to public disclosure.

**NOTICE:**

*Section 72 of the Penal Code provides:*

Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city or district board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account voucher, or writing, is punishable either by imprisonment in the County jail for a period of not more than one year, by a fine of not exceeding one thousand dollars (\$1000.00), or by both such imprisonment and fine, or by imprisonment in the state prison, by a fine of not exceeding ten thousand dollars (\$10,000.000), or by both such imprisonment and fine.

# Lafayette Christian Church

Lafayette Christian Church Phone: 925-283-8304  
(Disciples of Christ) Fax: 925-283-2784  
584 Glenside Drive Email: lcc.disciples@gmail.com  
Lafayette, CA 94549 Website: www.lafayettechristianchurch.org



Clerk of the Board of Supervisors  
Room 106  
County Administration Building  
651 Pine Street  
Martinez, California 94553

18 June 2015

Dear Clerk of the Board,

Re: Welfare Exemption Claim for Lafayette Christian Church  
Parsonage for Parcel No. 237-022-024-2

Lafayette Christian Church hereby appeals the decision of the Office of the Assessor denying a welfare exemption for the 2014-2015 tax year for the property at 3213 Sharon Court Lafayette, CA 94549.

This property was put into use for exempt religious activities of the church from its inception, has continued this exempt use without interruption, and has never used the property for anything but the exempt religious work of the Lafayette Christian Church.

Following the initial denial of the exemption, the church submitted detailed additional information supporting the exemption to Sandra Williams, Contra Costa Assessor's Office, in the form of a letter from Lauren Cesare dated December 30, 2014. This letter is attached below and made a part of this appeal.

## Background

The Lafayette Christian Church was established in 1959 and has been in continuous operation since then providing a welcoming Christian community for Lafayette and greater Contra Costa community. The location at 584 Glenside Drive is limited in space. Therefore, when a generous donation was made to the church in 2013, the facility came as a welcome addition. The property at 3213 Sharon Court was donated, along with its contents of furniture, appliances, some library materials (Bibles etc), a workshop and various other household items, for the use of Lafayette Christian Church (LCC).

The property, located only a few blocks from the church, was immediately put into use by the church and has been continuously used by the church to carry out its exempt activities. These activities include being used to provide space for meetings and choir rehearsals, to store furniture, supplies, church records and files, to house a work space with numerous tools for repairing church property (such as the sanctuary chairs), to provide a residence for ministers and to serve as a recruitment tool for new ministers. LCC has maintained the property continuously by keeping all utilities on, maintaining a twice a month gardener, continuing garbage service and by making various other repairs as needed to the property.

# EXHIBIT A

## Timeline of relevant dates:

- January 2013            3213 Sharon Court was donated to LCC, along with furniture, appliances, workshop, books and other household items.
- March 1, 2013            Rev Steven Moore, the minister at LCC, moved into the property. The furniture, appliances, workshop, books and household items remained in the property.
- February 15, 2013        LCC filed a claim for FY 2013-2014 Welfare Exemption. The Exemption was granted. (Attachment #1)
- October 1, 2013            Moore resigned his pastorate and moved out of the property and away from the area, leaving the furniture, appliances, workshop, books and household items on the property.
- October 2013  
through summer  
2014                        The property was used continuously for a variety of church purposes including Property Committee, Finance Committee and Pastoral Search Committee meetings, choir practice, repairing sanctuary chairs and use of laundry to wash church kitchen linens. In addition, the property was shown to potential ministers who were being recruited for the pastor position.
- March 24, 2014            Frank Scudero, Moderator of the Board of LCC, filed a claim for Welfare Exemption for relief from FY 2014-2015 Ad Valorem Taxes (Attachment #2)
- April 22, 2014            In a letter to the Assessor's Office, Frank Scudero, Moderator of Lafayette Christian Church, noted that the property permitted the Church "to attract and retain pastoral staff" and was for various church activities, including "Board, Elder and Committee meetings, group and individual counseling, educational activities, social interaction with members of the congregation, and fellowship with the parsonage family."
- In response to a specific question from the Assessor's Office regarding page 2 of the Claim for Welfare Exemption regarding the use of the space as living quarters, Mr. Scudero indicated that there had been no minister living there since Rev. Moore left and that the church was "actively looking for a new Pastor." (Attachment #3) Mr. Scudero was not asked to delineate the other exempt uses of the property.
- June 17, 2014            Assessor's Findings on Qualification of Property Use for 2014 noted that the requirements for the exemption had not been met due to "N.E.U" (Property is not used exclusively for religious, hospital, or charitable purposes within the meaning of section 214 of the Revenue and Taxation Code. ) and "V.U.P." (Vacant, unused property does not meet the requirements for exemption.)
- The Findings noted: "Based on the letter you sent us, attached to the 2014 Welfare claim, you advised us that your Pastor Steven Moore, resided in the Parsonage through

# EXHIBIT A

October 2013. This Parsonage does not qualify for the 2014 tax year, therefore it is considered Taxable.”

The Findings indicated that “you may submit additional information and/or documents in support of your claim.” (Attachment #4) Please note: Additional information was submitted. See December 30, 2014 below.

- July 31, 2014 Regional Minister Christian Church (Disciples of Christ) Rev. Dr. LaTaunya Bynum was hired with the agreement that she would move into 3213 Sharon Court later in the summer. The property was then prepared for her arrival.
- September 25, 2014 Rev. LaTaunya Bynum, Regional Minister, moved into the property. The furniture, appliances, workshop, books and household items remained in the property.
- December 30, 2014 LCC provided additional information outlining both the facts regarding the continuous use of 3213 Sharon Court and the law supporting the church’s entitlement to the FY 2014-2015 Welfare exemption in a letter to Sandra Williams from Lauren Cesare. (Attachment # 5)
- June 2015 The Assessor’s office has not yet replied to LCC’s letter in writing. However, Ms. Williams of that Office has stated verbally that she will not change her position on the 2014-15 taxes.

Lafayette Christian Church hereby appeals to the Contra Costa County Board of Supervisors the denial of the FY 2014-2015 Welfare Exemption claim for Lafayette Christian Church Parsonage for Parcel No. 237-022-024-2 and respectfully requests that the taxes be refunded. The property has been in continuous use by the Church to carry out the Church’s exempt activities since it was given to the Church in 2013 and therefore is entitled to the exemption.

Thank you for your consideration.

Sincerely,



Richard Black  
Chair, Stewardship and Finance Committee  
Chief Financial Officer, Lafayette Christian Church

Cc: Supervisor Candace Andersen

Attachments: It is requested that the Board of Supervisors consider the five attachments listed below and include them as part of this appeal.

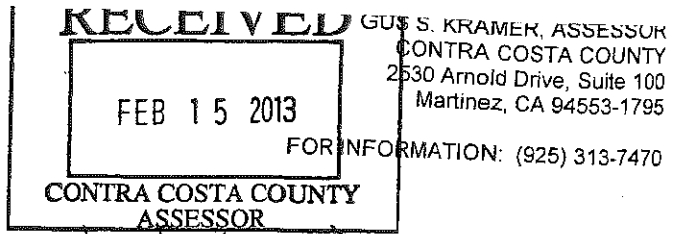
- Attachment # 1 February 15, 2013 Claim for FY 2013-2014 Welfare Exemption (Granted)  
Attachment # 2 March 24, 2014 Claim for FY 2014-2015 Welfare Exemption  
Attachment # 3 April 22, 2014 Letter from Frank Scudero to Office of Assessor  
Attachment # 4 June 17, 2014 2014-2015 Welfare Exemption Denial Form  
Attachment # 5 December 30, 2014 Letter from Lauren W. Cesare to County Assessor’s Office



BOE-267 (Rev. 11/13) REV. 13 (05-12)

CLAIM FOR WELFARE EXEMPTION (FIRST FILING) (For new locations and/or in-lieu of preprinted claim form BOE-267-A)

This claim is filed for fiscal year 2013 - 2014 (Example: a person filing a timely claim in January 2011 would enter "2011-2012.")



Lafayette Christian Church (Disciples of Christ)

584 Glenside

Lafayette, CA 94549

WEBSITE ADDRESS (if any) CORPORATE ID NO. (if any)

CHECK, IF CHANGED WITHIN THE LAST YEAR:

- Mailing address, Corporate name, Organization's formative document (amendment to articles of incorporation, constitution, trust instrument, articles of organization)

ORGANIZATIONAL CLEARANCE CERTIFICATE NUMBER 7124 Provide a copy of the certificate issued by the State Board of Equalization (Board), and a copy of the finding sheet issued by the Board.

If you do not have an Organizational Clearance Certificate (OCC), have you filed a claim for an OCC with the Board? Yes No If No, see instructions for obtaining an OCC.

PRIOR YEAR FILINGS

Has the organization filed for the welfare exemption in this county in prior years? Yes No If Yes, state: (a) latest year filed: 2012

EXACT NAME OF ORGANIZATION UNDER WHICH FILED Lafayette Christian Church

IDENTIFICATION OF PROPERTY

1. Owner and operator: (check applicable boxes)

Claimant is: Owner and operator Owner only Operator only

and claims exemption on all Land Buildings and improvements and/or Personal property

If persons or organizations other than the claimant use this property, please provide on an attached list: the name of the user, frequency of use, and square footage used.

2. ADDRESS OF PROPERTY (number and street) 3213 Sharon Court

CITY, STATE, ZIP CODE Lafayette, CA 94549 ASSESSOR'S PARCEL NUMBER 237-022-024-2

3. Is this a new location this year? Yes No 4. When was the property put to exempt use? (MM/DD/YYYY)

5. Real property. If claiming an exemption for real property, on what date was the property acquired? (MM/DD/YYYY)

5.(a) Land. If seeking an exemption on land, provide the following: (1) Area in acres or square feet: AREA (2) Primary and incidental use of the property described: Parsonage

5.(b) Building or Improvements: If seeking an exemption on buildings or improvements, provide the following: (1) Building number or name, number of floors, type of construction: Same as #2 above (2) Primary and incidental use of the property described: Parsonage

6. Personal Property: If seeking an exemption on personal property, provide the following: (a) Personal Property description (type): (b) Primary and incidental use of the property described: N/A

USE OF PROPERTY

7. Leased or rented (since January 1 of prior year)? (a) Is any portion of the property described rented, leased, or being used or operated part time or full time by some other person or organization? (b) Is any equipment or other property at this location being leased, rented, or consigned from someone else?

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Local Exemptions : (925) 313-7471

01 CLAIM FOR WELFARE EXEMPTION (ANNUAL FILING)

To receive the full exemption, a claimant must complete and file this form with the Assessor by February 15.

Organization Name and Mailing Address: (Make necessary corrections in ink to the printed address.)

LAFAYETTE CHRISTIAN CHURCH (DISCIPLES OF CHRIST)

584 GLENSIDE DRIVE  
LAFAYETTE CA 94549

Property Location:

This organization  owns  rents/leases this location

3213 Sharon Ct, Lafayette

Parcel / Account: 237-022-024-2

Property No.: 2

Class:

Last year your organization received the Welfare Exemption for all or part of the property listed above. To continue receiving the exemption for this location you must complete, sign and return this claim form to the Assessor. A separate claim form is required for each location. If you wish to receive the exemption on property at locations for which you have not received or filed a claim form, contact the Assessor immediately.

If you no longer seek an exemption at this location, check here  sign and return this form to the Assessor.

Additionally, if your organization is dissolved and therefore no longer needs an Organizational Clearance Certificate, check here

Check, if changed within the last year:  Mailing Address  Corporate Name

Does your organization have a valid Organizational Clearance Certificate (OCC) issued by the State Board of Equalization?  Yes  No

If yes, enter OCC No. 7124 and date issued 12/1/03

Have you amended the organization's formative documents (i.e., articles of incorporation, constitution, trust instrument, articles of organization) since last year?  Yes  No If yes, please mail an endorsed copy of the amendment to the State Board of Equalization, County-Assessed Properties Division, P.O. Box 942879, Sacramento, CA 94279-0064. Please include your OCC number. (NOTE TO ASSESSOR STAFF: If the organization is dissolved or its formative documents were amended, please forward a copy of this page to the Board of Equalization.)

The Assessor may ask for additional information. If you do not provide such information, it will result in denial of your claim for exemption. Carefully read the information on the reverse side before completing. All questions must be answered. IF THE ANSWER TO ANY QUESTION IS "YES" EXPLAIN IN "REMARKS" OR ON AN ATTACHMENT. Contact the Assessor immediately if special forms are needed to complete this application.

YES NO Since January 1, last year:

- 1 Has the use on any portion of the property that received an exemption last year changed?
- 2 Is any portion of this property being used for exempt purposes that was not being used in that manner last year?
- 3 Is any portion of this property vacant or unused? If yes, since (date) \_\_\_\_\_ Area (sq.ft.) \_\_\_\_\_
- 4 Is any portion of this property used as a retail outlet or for other fundraising purposes? (Note: Thrift stores which are part of a planned formal rehabilitation program may be exempt if BOE-267-R is filed with this claim.)
- 5 Is any portion of the property used for living quarters (other than low-income housing or housing for the elderly or handicapped listed under questions 6 or 7)? If yes, and you claim exemption for this portion, submit documentation including the occupant's position or role in the organization including a statement indicating that the housing continues to be used for organization's exempt purpose (see Housing on reverse) or, if living quarters associated with a rehabilitation program, submit BOE-267-R. *Parsonage*
- 6 Is this property used as low-income housing? If yes, and the property is owned by a nonprofit organization or eligible limited liability company, BOE-267-L must be submitted. If yes and the property is owned by a limited partnership, BOE-267-L1 must be submitted
- 7 Is this property used as a facility for the elderly or handicapped? If yes, BOE-267-H must be submitted unless care or services are provided or the property is financed by the federal government under sections 202, 231, 236, or 811 of the Federal Public Laws.
- 8 Do other persons or organizations use any of this property? If yes, please provide a list including the name of user, frequency of use and square footage used. (See Owner/Operator on reverse.)
- 9 Did this or any portion of this property generate taxable "unrelated business taxable income," as defined in section 512 of the Internal Revenue Code? If yes, see "Unrelated Income" on the reverse.
- 10 Have the organization's income and/or expenses increased by more than 25 percent since last year? If yes, attach a copy of your most recent and the prior year's complete financial statements.
- 11 Is there any equipment or property at this location that is leased or rented to the claimant? If yes, provide the owner's name and address and a description of the property. This property is taxable as it is not owned by the claimant.

REMARKS (attach separate sheet if necessary)

NAME OF PERSON TO CONTACT FOR ADDITIONAL INFORMATION (please print)

FRANK SCODERO

DAYTIME TELEPHONE

(925) 285-0948

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct and complete to the best of my knowledge and belief.

NATURE OF CLAIMANT

*Frank Scodero*

TITLE

Moderator of Board

DATE

3/24/14

E-MAIL ADDRESS

fscodero@aol.com

ASSESSOR'S USE ONLY

Reason(s) for Denial:  ALL  PART  Denied

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

 Lafayette Christian Church

Pastor

Lafayette Christian Church  
(Disciples of Christ)  
584 Glenside Drive  
Lafayette, CA 94549

Phone: 925-283-8304  
Email: lcc.disciples@gmail.com  
www.lafayettechristianchurch.org  
wwwFOUNDERSGROVE.net

April 22, 2014

Office of the Assessor  
Contra Costa County

This letter is intended to serve as a reconfirmation, as of this date that:

1. Lafayette Christian Church has been blessed by a gift from Ann Wolf of her residence in Lafayette located at 3213 Sharon Court, and the transfer of title was completed on January 28, 2013; and
2. Ann has provided the Board with a note setting forth her wishes and hopes for the use of the house, but which do not constitute deed restrictions or contractual restrictions on the use of the property; it is the desire of the Board to implement Ann's hopes and wishes to the extent feasible to have the property used as a parsonage by our Church, subject to and consistent with the financial needs of the Church, prudent business judgment in management of the Church's affairs, and the other goals and missions of the Church, and to use the property exclusively for religious or charitable purposes; and
3. The Church is now capable of providing a parsonage in close proximity to the Church facilities which permits the Church to attract and retain pastoral staff, and the parsonage can be used from time to time for other purposes such as Board, Elder and Committee meetings, group and individual counseling, educational activities, social interaction with members of the congregation, and fellowship with the parsonage family, all of which uses are necessary to the goals and missions of the Church; and
4. The Church desires to covenant with its present and future pastors and their families to provide housing for their needs and the needs of the Church, and in so doing provide support for the parsonage family and facilitate ministry together;

Lafayette Christian Church dedicated 3213 Sharon Court, Lafayette, California, for use as a parsonage and entered into a covenant or agreement with Steven Moore, Pastor, for his residence in the parsonage, subject to and consistent with the Findings stated above. Pastor Moore resided in the Parsonage through October 2013 when his call to Lafayette Christian Church ended.

The Parsonage has remained empty from that time until this date. We have formed a Pastoral Search Committee and are actively looking for a new Pastor with the intention of using the Parsonage as the residence for that new Pastor.

Frank Scudero

Moderator of the Board  
Lafayette Christian Church

**WELFARE OR VETERANS' ORGANIZATION EXEMPTION  
ASSESSOR'S FINDING ON QUALIFICATION OF PROPERTY USE**

DATE: June 17, 2014

Organization Name and Mailing Address:

Property Location:

Lafayette Christian Church  
Attn: Frank Scudero  
584 Glenside Drive  
Lafayette CA 94549

3213 Sharon Ct - Lafayette  
Parcel #237-022-024-2  
*Parsonage*

Under the provisions of section 254.5 of the Revenue and Taxation Code, we have reviewed the Claim for Welfare or Veterans' Organization Exemption together with other material submitted for the above property. Our finding is that the requirements of section 214 or section 215.1 and following of the Revenue and Taxation Code, which provide for the welfare or veterans' organization exemption, have "Been Met," "Not Been Met," or your claim was determined to be "Incomplete" as indicated below:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> <b>BEEN MET</b> | <input type="checkbox"/> <b>INCOMPLETE</b>  | <input type="checkbox"/> <b>NOT BEEN MET</b> |
| <input type="checkbox"/> P.P.O.          | <input type="checkbox"/> H.E.H.             | <input type="checkbox"/> F.R.P.              |
| <input type="checkbox"/> P.P. & IMP.     | <input type="checkbox"/> H.L.I.             | <input type="checkbox"/> O.N.F.              |
| <input type="checkbox"/> P.P. & P.I.     | <input type="checkbox"/> H.L.P.             | <input checked="" type="checkbox"/> N.E.U.   |
| <input type="checkbox"/> O.E.U.          | <input type="checkbox"/> R.L.Q.             | <input checked="" type="checkbox"/> V.U.P.   |
| <input type="checkbox"/> E.U.            | <input type="checkbox"/> F.N.C. (see below) | <input type="checkbox"/> P.N.R.              |
| <input type="checkbox"/> O.F.L.          |   |  |

If this finding sheet indicates an Incomplete or Not Been Met finding, you may submit additional information and/or documents in support of your claim. Please submit such documents to the Assessor, along with a copy of this finding sheet.

**SEE REVERSE FOR DESCRIPTION OF ABBREVIATIONS AND BELOW FOR ADDITIONAL COMMENTS REGARDING THE FINDING:**

Based on the letter you sent us, attached to the 2014 Welfare claim, you advise us that your Pastor, Steven Moore, resided in the Parsonage through Oct 2013. This Parsonage does not qualify for the 2014 tax year, therefore it is considered Taxable.

**IMPORTANT NOTICE  
PLEASE READ CAREFULLY**

**IN FUTURE YEARS, YOU WILL NOT RECEIVE A FINDING SHEET FROM THIS OFFICE UNLESS THE PROPERTY IS INELIGIBLE FOR EXEMPTION.**

The Assessor may not approve a property tax exemption claim until the claimant has been issued a valid *Organization Clearance Certificate* from the State Board of Equalization.

If the exemption is denied and the claimant does not agree with the above findings, the claimant may seek a refund of property taxes paid by filing a claim for refund with the county board of supervisors, and if the claimant's refund with the county is denied, the claimant may file a refund action in superior court.

Lauren W. Cesare, Esq.  
1521 Cherry Valley Dr.  
San Jose, CA 95125  
408.289.1520/fax 408.292.7875  
[cesarelaw@att.net](mailto:cesarelaw@att.net)

**COPY**

December 30, 2014

Certified Mail, Return Receipt Requested  
Receipt No. 7014 0510 0000 6400 2792

Ms. Sandra Williams  
Contra Costa County Assessor's Office  
2530 Arnold Dr., Suite 100  
Martinez, CA 94553-4359

**Re: Claim for Welfare Exemption for Lafayette Christian Church,  
Parcel No. 237-022-024-2**

Dear Ms. Williams;

Pursuant to our phone conversation, I am writing to you on behalf of my client, Lafayette Christian Church (the "Church") to provide you with additional information regarding the Church's entitlement to the Welfare Exemption from property taxes for the parcel located at 3213 Sharon Ct., Lafayette, California 94549, Parcel No. 237-022-024-2 (the "Property"). A copy of the Finding Sheet is attached hereto.

**Facts**

The entire Property has been in continuous use by the Church to carry out the Church's exempt activities since it was given to the Church in January of 2013. As you know, the Property was used as a parsonage for the Church's minister, Rev. Moore, from March 1, 2013 through September 30, 2013. In addition, the Church has used the Property for several other purposes to carry out its exempt activities. Since it received the Property, the Church has continuously stored a great deal of furniture, appliances, tools and other property at the Property, through the present time, including a bed with chenille bedspread, a dresser, a mirror, a dining room hutch, a dining room table, dining room chairs, a few side chairs, an antique rocking chair, a large coffee table, a two drawer file cabinet storing Church papers, a freezer, a washing machine and a dryer, a Mixmaster and other appliances, several serving plates, two trays, lamps, a coffee urn, cleaning equipment and cleaning supplies, a large historical mural, an outdoor love seat with two outdoor chairs, an outdoor table, a workbench, a table saw, a lawn mower, garden tools, and miscellaneous other tools. In addition, two bibles and two hymnals are stored in the home.

Not only has the Property been in continuous use to store property of the Church, the Church also used the Property as extra space for its activities including meetings, choir practice and work

space when the minister was not living there. January 8<sup>th</sup> – 13<sup>th</sup>, 2014 a member of the Church Property Committee worked at the Property to repair Sanctuary chairs using the workbench and the tools stored at the Property. February 26, 2014 members of the Property committee met at the Property to discuss replacement of facia boards. March 2, 2014 a Church member washed the laundry of the Church at the Property using the washer and dryer stored there. March 8<sup>th</sup> and 9<sup>th</sup>, 2014 the Chair of the Finance Committee had meetings with Church members at the Property to discuss Church issues. On March 22, 2014 the Moderator, Vice Moderator, and the Chair of the Pastoral Search Committee held a meeting with Rev. Dr. Martha Williams at the Property. On April 15, 2014 the Choir Director held choir rehearsal at the Property, of course using the furniture kept at the Property. On July 31, 2014, Rev. Williams and the Ministry Council Chair held a meeting with Rev. LaTaunya Bynum, Regional Minister of the Christian Churches of Northern California-Nevada at the Property. On September 13, 2014, the Church moderator and another Church member spent time at the Property using the cleaning equipment and supplies stored at the Property to do some cleaning, sorted through the files stored at the Property, and organized and evaluated tools and other items stored in the garage at the Property.

As further evidence that the Church has continually used the Property, the Church has kept the utilities and water on, continued the garbage service, continued the twice monthly gardener service, and paid the utility, water, garbage, and gardener bills. In addition, on February 5<sup>th</sup> and 6<sup>th</sup>, 2014 a member of the Church Property Committee did additional yard work at the Property, trimmed the hedges, repaired a leaning fence, and picked the oranges, using the tools and equipment stored at the Property. The Church kept the light, heat, water, and garbage and gardener services on because they were continually using the Property; it was not closed down, it was not vacant. The Property was being used by the Church to carry on its various church activities, before, on, and after the January 1, 2014 lien date.

Further still, the Church was using the Property in an additional way. The Church was using the Property to recruit a new pastor for the Church. When a pastor's call to this Church ends, the process to call a new pastor to the Church involves the Congregation searching for and hiring a new pastor. The Church formed a search committee in November, 2013. The Pastoral Search Committee of the Church used the Property as a possible parsonage for a new pastor as a recruiting tool. The Pastoral Search Committee and Stewardship and Finance Committee included the possible use of the Property as a parsonage in determining their compensation parameters. It was included in the job description prepared by the Pastoral Search Committee for the Church's Transitional Pastor Position Description and submitted to the Regional Minister, and likely will be for the permanent pastor position. This can be particularly important to recruiting in the Bay Area where housing can be prohibitively expensive. The facts that the Church kept the Property well maintained and kept the utilities, water, and other services going are also evidence of the Church's use of the Property as a recruiting tool (in addition to needing to do so for the above-described uses.) The candidate for transitional pastor was in fact shown the Property for her consideration as part of the compensation package.

### Law

There is no question under the law that a property can be used for more than one of the exempt purposes designated in RTC §214 and qualify for the Welfare Exemption. *Attorney General*

*Opinion CV 74-16, 3/6/74.* "§214 states that the use of the property shall be for religious, hospital, scientific or charitable purposes; that is, the property must be used exclusively for any one or more of the designated purposes." *Id., emphasis in original.* The subject of that opinion was a church that was using a portion of its building for a Project Headstart program. The Attorney General opined that a church which uses part of its building for charitable as well as religious purposes can qualify that part of the building for the Welfare Exemption. Furthermore, in *Santa Catalina Island Conservancy v. County of Los Angeles, 126 Cal. App. 3d 221*, the court recognized several charitable purposes with respect to the land that was the subject of the Welfare Exemption, including preservation of the environment and recreational use.

A facility which is incidental to and reasonably necessary for the accomplishment of the charitable purpose, or any facility which is reasonably necessary for the fulfillment of a generally recognized function of a complete modern operation, comes within the Welfare Exemption. *Santa Catalina Island Conservancy, supra, citing Cedars of Lebanon Hosp. v. County of L.A. (1950) 35 Cal.2d 729.* In several cases, housing facilities at properties covered by the Welfare Exemption were found to be incidental to and reasonably necessary for the accomplishment of the exempt charitable purposes. *Saint Germain Foundation v. County of Siskiyou (1963) 212 Cal. App. 2d 911* (residential quarters of caretakers and maintenance workers); and the integrated activities as a whole must be examined in determining the tax status of property for the welfare exemption. *Serra Retreat v. County of Los Angeles (1950) 35 Cal. 2d 755* (portions of retreat house used for living quarters of priests and lay brothers); *Y.M.C.A. of Los Angeles v. County of Los Angeles (1950) 35 Cal. 2d. 760* (dormitories); *Cedars of Lebanon Hospital, supra* (housing for nurses); *The Church Divinity School of the Pacific v. County of Alameda (1957) 152 Cal. App. 2d 496* (housing and parking lots for faculty, students and their families.)

According to the Appraisers Handbook 267 p. 29, the courts have liberally construed what constitutes use in actual operation of an exempt activity, citing *San Francisco Boys' Club, Inc. v. Mendocino County, (1967) 254 Cal. App. 2d 548* and *Christward Ministry v. County of San Diego, (1969) 271 Cal. App. 2d 805.* Actual physical use of the entire property is not required for qualification under the Welfare Exemption. In *Christward Ministry v. County of San Diego*, land used for trails and religious shrines for meditation around a religious retreat qualified for the exemption when found necessary to assure protection of the religious environment. In determining whether the amount of property used for the retreat site was reasonably necessary, the determination of those carrying out the religious purposes was to be respected.

Further, the property need not be used for the charitable purposes all year-round. In *San Francisco Boys' Club, Inc. v. Mendocino County*, a 2000 acre boys' summer camp was exempt even though 1400 acres were devoted to commercial logging operations in the off-season. The court held that it was sufficient that the property was necessary for and devoted to the charitable purpose during the summer season. In addition, the determination of what acreage was reasonably necessary to provide outdoor recreation for the boys made by those responsible for carrying out the charitable purpose of the organization was to be respected.

### Analysis

Since it received the Property, the Church has made continuous use of the Property to carry out its exempt purposes in different ways. For the entire time it has owned the Property, the Church has stored a great deal of furniture and other property inside the home and in the yard. From March 1, 2013 through September 30, 2013, the Church also used the Property as a Parsonage. From October 1, 2013 to August 31, 2014, when no minister was living there, the Church devoted the Property to other necessary exempt uses: as extra space for its activities including meetings, choir practice, and work space to carry out tasks for the Church. In addition, from that date, the Church has used the Property as a recruitment tool to aid in its search to call a new minister to the Church. Under the Attorney General Opinion and *Santa Catalina Island Conservancy*, cited above, it is permissible to use a property for more than one and/or different exempt purposes under RTC §214 and qualify for the Welfare Exemption. And under *Serra Retreat v. County of Los Angeles*, the integrated activities as a whole must be examined in determining the tax status of property for the Welfare Exemption. Accordingly, all of the uses of the Property by the Church must be considered as a whole, and the Property is eligible for the Welfare Exemption even though the Church has used the Property in different ways over the year in question to carry out its exempt purposes.

As noted above, a facility which is incidental to and reasonably necessary for the accomplishment of the charitable purpose, or any facility which is reasonably necessary for the fulfillment of a generally recognized function of a complete modern operation, comes within the Welfare Exemption. Housing for ministers, space for meetings, choir practice, repair work, laundry of Church linens, and storage of Church files, furniture, tools and equipment, and other property are all uses of a facility which are incidental to and reasonably necessary for the accomplishment of the exempt purposes and functions of the Church. Using the Property as a recruitment tool to attract and retain new transitional and permanent ministers is also a use which is reasonably necessary for the accomplishment of the Church's exempt purposes, and essential, for without a minister, it will not be able to carry out its exempt purposes. Under *Christward Ministry v. County of San Diego*, actual physical use of the entire property is not required for qualification under the Welfare Exemption, thus it is not necessary that one of the uses being made of the Property, as a recruitment tool, is not a physical use. Further, the determination of those carrying out the religious purposes of the Church to so use the Property to carry out those purposes is to be respected.

Finally, under *San Francisco Boys' Club, Inc. v. Mendocino County*, property need not be used for the charitable purposes all year-round to be eligible for the Welfare Exemption. Accordingly, it is sufficient that various uses of the Property have continuously been carried on to fulfill the exempt purposes of the Church since the Property was acquired. The Property need not be used solely or constantly as a parsonage. That is one eligible use. The other uses entitle the Church to the Welfare Exemption as well. Further, the Property does not have to be used every day, or in the same way every day.



Conclusion

In the Findings Sheet that you sent the Church, you checked NEU and VUP, that the requirements of the Welfare Exemption had not been met because the Property was not used exclusively for religious or charitable purposes and was vacant, unused property. You also stated that based on the letter the Church sent, the Pastor, Steven Moore, resided in the Parsonage through Oct 2013, and that the parsonage therefore does not qualify for the 2014 tax year. Based upon our conversation and the information in the Finding Sheet, it appears that you came to your conclusion that the Property no longer qualified for the Welfare Exemption based upon a miscommunication in that letter by the Moderator, Frank Scudero. In the letter, Mr. Scudero said that the Parsonage remained empty from the time Pastor Moore left until the date of the letter, and that they had formed a Pastoral Search Committee and were actively looking for a new Pastor with the intention of using the Property as a residence for the new Pastor. When Mr. Scudero used the word "empty", he only meant no one was living at the Property. He did not mean the Property was not being used for other Church purposes. The confusion stems from the fact that in that letter, he was responding to your questions about use of the Property as living quarters. He had no idea his statement would be interpreted to mean that the Property was not used at all.

However, he also mentioned in the letter that with the gift of the Property, the Church is able to provide a parsonage to attract and retain pastoral staff, and to use the Property from time to time for other Church purposes such as Church meetings, group and individual counseling, educational activities, and fellowship, all of which uses, he said, are necessary to the goals and missions of the Church. As noted above, the Church has used the Property for these purposes.

Based on the additional information that we have provided to you above, we hope that any confusion is now put to rest. The Church has continuously and exclusively used the Property for its exempt purposes, and the Property is clearly not "vacant, unused property". The Church is, therefore, entitled to the Welfare Exemption for the Property for the 2014-2015 year. In September, 2014, the Church rented the Property to the Christian Churches of Northern California-Nevada, of which the Church is a member, for use by the Regional Minister. Accordingly, the Property will continue to qualify for the Welfare Exemption in subsequent years.

In view of the foregoing, we respectfully request that the Assessor approve the Welfare Exemption for the Property, grant a refund for the ad valorem taxes that were already paid in the amount of \$4,903.07, with interest thereon, and cancel all assessments and any additional taxes.

Please contact me at 408.289.1520 if you have any questions, and thank you for your attention to this matter.

Very truly yours,



Lauren Watson Cesare

Cc: Richard Black

# EXHIBIT B JELL V. WATTS

## 2014-2015



CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR  
 ROOM 100, 625 COURT STREET, MARTINEZ, CA 94553  
 TELEPHONE: (925) 957-5280 FAX: (925) 957-2898

### FISCAL YEAR JULY 1, 2014 TO JUNE 30, 2015 SECURED PROPERTY TAX BILL INTERNET COPY

**PROPERTY ADDRESS**  
 3213 SHARON CT, LAFAYETTE CA

**ASSEESSEE AS OF JANUARY 1, 2014**

**MAILING ADDRESS**  
 APN 237-022-0242 237-022-0242

**ASSESSMENT INFORMATION**

LAND IMPROVEMENTS	\$793,586
PERSONAL PROP	\$90,408
	\$0
<b>GROSS VALUE</b>	<b>\$883,994</b>
EXEMPTIONS	\$0

ADDRESS INFORMATION NOT AVAILABLE ON LINE

THE ACCURACY OF THIS BILL MAY BE AFFECTED BY  
 PENDING PAYMENTS AND CORRECTIONS

NET VALUE AS OF JAN 1, 2014 \$883,994

**SPECIAL MESSAGES**

PARCEL NUMBER	BILL NUMBER	CORTAC AGENCY	TAX RATE AREA	ISSUE DATE	TYPE	
237-022-0242 0	2014-247681		14002	09/07/2014	ORIGINAL	
SPECIAL TAXES & ASSESSMENTS			AD VALOREM TAXES & ASSESSMENTS			
DESCRIPTION	CODE	INFORMATION	AMOUNT	DESCRIPTION	RATE	AMOUNT
MOSQUITO & VECTOR	DV	(925) 867-3400	\$4.74	1% COUNTYWIDE TAX	1.0000	\$8,839.94
EMERGENCY MED B	DY	(925) 646-4690	\$10.00	CITY OF LAFAYETTE	0.0120	\$106.07
CCCSD SEWER CHG	GE	(925) 229-7115	\$439.00	BART	0.0045	\$39.78
LAF MEAS J&B PCLTX	IB	(925) 927-3505	\$549.70	EAST BAY REG PK BD	0.0085	\$75.14
FED STORMWATER A-7	IJ	(925) 313-2023	\$35.00	ACALANES BOND 97	0.0171	\$151.17
ACL MEAS G&A PCLTX	JF	(925) 280-3908	\$301.00	ACALANES BOND 88	0.0020	\$17.68
EASTBAY TRAILS LLD	KA	(800) 676-7516	\$5.44	ACALANES BOND 2002	0.0159	\$140.55
				LAFAYETTE ELEM 95	0.0241	\$213.04
				COMM COLL 2002 BND	0.0040	\$35.36
				COMM COLL 2006 BND	0.0082	\$72.49
				COMM COLL 2014 BND	0.0130	\$114.92
				TOTAL AD VALOREM TAXES	1.1093	\$9,806.14
				ADD: SPECIAL TAXES & ASSESSMENTS		\$1,344.88
				DELINQUENT PENALTY		\$0.00
				DELINQUENT COST		\$0.00
				LESS: PAYMENTS RECEIVED		\$0.00
TOTAL SPECIAL TAXES & ASSESSMENTS			\$1,344.88	TOTAL AMOUNT DUE		\$11,151.02

PARCEL NUMBER	BILL NUMBER	CORTAC AGENCY	TAX RATE AREA	ISSUE DATE	TYPE
237-022-0242 0	2014-247681 2		14002	09/07/2014	ORIGINAL

**2ND INSTALLMENT** CHECK THIS BOX IF REQUESTING CHANGE OF BILLING ADDRESS OR PRIMARY RESIDENCE ON THE BACKSIDE OF THIS COUPON  **CHECK HERE**

## 2014-2015 SECURED PROPERTY TAXES

SEND COUPON WITH FULL PAYMENT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

<b>DUE BY FEB 1, 2015</b> <i>Delinquent after 5:00 PM April 10, 2015</i>	\$5,575.51
<b>AFTER APR 10, 2015</b> <i>Includes 10% Penalty Plus Cost</i>	\$6,153.06
<b>TO PAY FULL TAX</b> RETURN BOTH STUBS WITH THIS AMOUNT BY DEC 10, 2014	\$11,151.02

To ensure proper credit, please write the parcel number on check

MAKE CHECK PAYABLE TO:

**CONTRA COSTA COUNTY TAX COLLECTOR**  
 FINANCE BUILDING, ROOM 100  
 625 COURT STREET  
 P.O. BOX 631  
 MARTINEZ, CA 94553-0063

VISIT [WWW.CCTAX.US](http://WWW.CCTAX.US) OR CALL 925-957-5280 FOR CREDIT CARD AND E-CHECK PAYMENTS

123702202422014247681200000557551020150410000006153060

PARCEL NUMBER	BILL NUMBER	CORTAC AGENCY	TAX RATE AREA	ISSUE DATE	TYPE
237-022-0242 0	2014-247681 1		14002	09/07/2014	ORIGINAL



# Claim for Property Tax Refund

Lafayette Christian Church

Presented by Beth Grose,  
Principal Appraiser, Contra  
Costa County Assessor's  
Office



## Assessor's Office

- Reviews thousands of exclusion applications annually
- Past year over 1,000 religious institutions, including churches qualified
- Many of those had parsonages or similar living structures that also qualified for the exclusion

## Welfare Exemption

“Property used exclusively for religious, hospital, scientific, or charitable purposes owned and operated . . . for religious, hospital, scientific, or charitable purposes is exempt from taxation . . . .” Revenue & Taxation Code, § 214(a).

## Actual Use Required

“The property is used for the actual operation of the exempt activity, and does not exceed an amount of property reasonably necessary to the accomplishment of the exempt purpose.”  
Revenue & Taxation Code, § 214(a)(3).

# Timeline

- 1/28/13 - LCC gifted property with residence
- 2/15/13 – LCC timely files for exemption based on religious use as parsonage within 90 days of acquisition
- 6/15/13 (approx.) - Assessor's Office grants exemption for 2013, effective 1/28/13
- 10/13-9/14 –Residence vacant
- 3/24/14 – LCC late files for exemption of residence based on religious use
- 6/17/14 - Assessor's Office denies exemption as to residence, grants majority of exemption as to property where Church located

## Initial Reason Provided for Exemption

LCC's request for exemption stated that the residence on the property was intended for future use as a parsonage.



## Reasons for Denial

Law requires exempt use of property on lien date to qualify for exemption (Rev. & Tax. Code, § 214).

- Residence vacant on lien date
- No anticipated occupancy date

## Later Reasons Provided for Exemption

- furniture and appliance storage
- furniture repair
- one meeting with applicant for Regional Minister
- one-time use of washer/dryer
- one pastoral search committee meeting
- two finance committee meetings
- one choir practice

## Later Reasons Provided for Exemption (part II)

- meetings to discuss maintenance of residence
- cleaning and yard work
- continuation of utilities
- recruitment tool

# Bases for Decision

- Welfare Claim  
Submitted by LCC
- Conversations with  
LCC (primarily  
10/13 - 12/13)
- Statutes
- Case law
- SBE Assessor's  
Handbooks
- SBE Letters to Assessors
- Conversations with  
State Board of  
Equalization
- Other county  
assessors' offices

## Statutory Requirement of Actual Use

“The property is used for the actual operation of the exempt activity, and does not exceed an amount of property reasonably necessary to the accomplishment of the exempt purpose.”  
Revenue & Taxation Code, § 214(a)(3).

STATE OF CALIFORNIA

**STATE BOARD OF EQUALIZATION**

020 N STREET, SACRAMENTO, CALIFORNIA  
 P O BOX 942879, SACRAMENTO, CALIFORNIA 94279-0001  
 (916) 445-3956



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 Third District, San Diego

PAUL CARPENTER  
 Fourth District, Los Angeles

GRAY DAVIS  
 Controller, Sacramento

DOUGLAS D BELL  
 Executive Secretary

No. 87/28

March 20, 1987

To: County Assessors, County Counsels,  
 County Boards of Supervisors, and  
 Other Interested Parties

**PUBLIC DISCUSSION OF THE EXEMPTION OF  
 CHURCH AND SCHOOL RESIDENTIAL HOUSING FACILITIES**  
April 21, 1987

The California State Board of Equalization, in conjunction with the county assessors, administers an exemption from the property tax known as the welfare exemption. The welfare exemption is granted to various nonprofit organizations for certain residential housing facilities that meet criteria developed under current law, judicial decisions and Board interpretation, and are owned and operated by the exempt organization.

Housing facilities of private boarding schools of less than collegiate grade that have been found by the Board to qualify for the welfare exemption include specific living units that are considered institutionally necessary, such as those occupied by boys/girls deans, supervisors, headmasters and security and custodial personnel. Living units excluded from exemption include those occupied by cooks, gardeners, librarians, and teachers.

Generally speaking, housing owned by a church and occupied by its members is not exempt to the extent used for private residential purposes. Certain properties of this type are found to be exempt because they are indispensable to a particular type of religious activity, such as monasteries and convents.

Persons interested in the exemption of residential housing facilities owned by private boarding schools and religious organizations are invited to participate in a public discussion to be held by the California State Board of Equalization for the purpose of taking general testimony regarding the standards

## Taxpayer Has Burden to Show Exemption Applies

“Tax exemptions are construed strictly against the taxpayer. A private owner of property has the burden of showing it clearly comes within the [property tax] exemption.”

Amdahl Corp. v. County of Santa Clara (2004) 116 Cal. App. 4th 604, 614 (internal citations and quotations omitted).

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ASSESSORS' HANDBOOK  
SECTION 267

WELFARE, CHURCH, AND RELIGIOUS  
EXEMPTIONS

OCTOBER 2004

REPRINTED JANUARY 2015

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CALIFORNIA STATE BOARD OF EQUALIZATION

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FIRST DISTRICT  
SECOND DISTRICT  
THIRD DISTRICT  
FOURTH DISTRICT  
STATE CONTROLLER

CYNTHIA BRIDGES, EXECUTIVE DIRECTOR





### **EXCLUSIVE USE OF PROPERTY MUST OCCUR ON LIEN DATE**

Property must be used exclusively for religious, hospital, or charitable purposes and be in such use on the January 1 lien date. The exemption would generally be inapplicable to an unused vacant lot, to an unused building, and to an unused portion of a building.<sup>96</sup> A limited exception

In reviewing and completing section B, the county assessor should consider the following items:

- **Primary Activity.** The assessor should indicate the primary use of the property by checking the appropriate box.
- **Other Activities.** The assessor should list and carefully explain other activities and uses occurring on the property, e.g., commercial leases.
- **All or Partial Uses.** In addition to indicating the primary and other activities of the organization conducted on the property, the assessor should identify any property or portion of the property that is leased or rented, vacant or unused, or in excess of that reasonably necessary to conduct the organization's exempt activities, or used to house personnel whose presence is not institutionally necessary.

# Property Tax Exemptions for Religious Organizations

## Church Exemption, Religious Exemption, and Religious Aspect of the Welfare Exemption

PUBLICATION 48 • LDA | APRIL 2011

**BOARD MEMBERS** (Names updated 2015)

SEN. GEORGE RUNNER (Ret.) First District Lancaster	FIONA MA, CPA Second District San Francisco	JEROME E. HORTON Third District Los Angeles County	DIANE L. HARKEY Fourth District Orange County	BETTY T. YEE State Controller	CYNTHIA BRIDGES Executive Director
--	---	--	---	----------------------------------	---------------------------------------

## Property Tax Exemptions for Religious Organizations, State Board of Equalization (2011), p. 12.

### Vacant, unused, or excess property

Property that is vacant, unused, or excess on the January 1 property tax lien date is not eligible for exemption for the following reasons:

- Revenue and Taxation Code section 206 requires exclusive use of property for *religious worship purposes*.
- Revenue and Taxation Code section 207 requires exclusive use of property for *religious worship and school activities*.
- Revenue and Taxation Code section 214, subdivision (a) requires *exclusive use of property for the organization's exempt purpose*. Section 214, subdivision (a)(3) requires *use of the property for the actual operation of an exempt activity*.

The intent to use the property at a later date does not make the property eligible. The assessor cannot allow an exemption until the January 1 lien date after a qualifying use begins.

In this context, "excess property" is property in excess of what your organization reasonably needs or is using for your exempt purposes and activities.

## Case re Intended Use of Property for Exempt Purpose

Question considered by California Supreme Court:

Was taxpayer's intention to use buildings for exempt purpose sufficient to exempt the property from property taxation?

Cedars of Lebanon Hospital v. County of Los Angeles (1950) 35 Cal.2d 729, 742-743.

## Decision

No. Welfare exemption has “express limitation, making use the focal point of consideration, contemplates actual use as differentiated from an intention to use the property in a designated manner.”

Cedars of Lebanon Hospital v. County of Los Angeles (1950) 35 Cal.2d 729, 742-743.

## Reasons Provided Are Not Exempt Uses

- ~~furniture and appliance storage~~ – furniture listed is all appropriate to residence, not storage of religious materials used for worship
- furniture repair
- one meeting with applicant for Regional Minister
- one-time use of washer/dryer
- one pastoral search committee meeting
- two finance committee meetings
- one choir practice

—

## Reasons Provided Are Not Exempt Uses

- ~~furniture and appliance storage~~ – furniture listed is all appropriate to residence, not storage of religious materials used for worship
- ~~furniture repair~~ – incidental use
- ~~one meeting with applicant for Regional Minister~~ – incidental use
- ~~one time use of washer/dryer~~ – incidental use
- ~~one pastoral search committee meeting~~ – incidental use
- ~~two finance committee meetings~~ – incidental use
- ~~one choir practice~~ – incidental use



## Reasons Provided Are Not Exempt Uses

- ~~meetings to discuss maintenance of residence~~ – incidental use and property maintenance
- ~~cleaning and yard work~~ – property maintenance
- ~~continuation of utilities~~ – property maintenance
- ~~recruitment tool~~ – not an exempt use and further evidence property was not being used for other purposes but, rather, held for future occupancy

## If claim denied,


- Generally taxpayers have recourse to the courts by filing a complaint for property tax refund. (Rev. & Tax. Code, §5140).
- Court determines whether claim properly denied.

**Office of the County Counsel**  
651 Pine Street, 9th Floor  
Martinez, CA 94553

Contra Costa County  
Phone: (925) 335-1800  
Fax: (925) 646-1078

*Date:* October 15, 2015

*To:* Board of Supervisors

*From:* Sharon L. Anderson, County Counsel 

*Re:* **WHETHER PROPERTY OWNED BY RELIGIOUS ORGANIZATION IS ENTITLED TO A "WELFARE EXEMPTION" FROM PROPERTY TAXATION UNDER SECTION 214 OF THE REVENUE AND TAXATION CODE WILL DEPEND ON THE FACTS SUPPORTING THE CLAIMED EXEMPTION**

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#### SUMMARY

If a church's use of property that it owns is "incidental to and reasonably necessary for the accomplishment of the purposes of the organization," all or a part of that property may be exempt from taxation. The church is responsible for presenting evidence sufficient to establish that its use of the property qualifies for an exemption. When a church files a claim with the Board of Supervisors for a refund of property taxes, because the County Assessor determined that church-owned property was not exempt, the Board must evaluate whether the church has presented sufficient evidence to establish that its property qualifies for an exemption.

#### BACKGROUND

California property tax laws permit a religious organization to claim an exemption from property taxation in certain circumstances. The exemption relevant to Lafayette Christian Church's claim for a property tax refund is known as the "welfare exemption." This office has been asked to provide the Board of Supervisors with a legal discussion of this exemption.

On September 15, 2015, a hearing was held before this Board on the claim filed by the Lafayette Christian Church ("Church") for a refund of 2014/15 property taxes it paid for church-owned, residential real property located at 3213 Sharon Court in Lafayette ("Property") on the basis that the Property was exempt from property taxation under the welfare exemption found in Revenue and Taxation Code section 214(a). Evidence was taken and the hearing was continued to October 20, 2015.

Although the property previously had been used as a parsonage, both the Assessor and the Church agree that nobody was living on the Property on the lien date of January 1, 2014. Instead, the Church's claim that the Property should be exempt from taxation is based on the Church's use of the Property for other Church-related activities. The Church has indicated that the Church was using the Property as a recruiting tool in the Church's search for a new minister, as well as for storage, occasional meetings or choir practice, furniture repair, and other intermittent uses.

## DISCUSSION

California Constitution Article XIII, section 4, is the basis of the welfare exemption. This constitutional provision provides, in pertinent part, that:

The Legislature may exempt from property taxation in whole or in part...  
(b) property used exclusively for religious ... purposes and owned by...  
corporations or other entities (1) that are organized and operated for  
those purposes, (2) that are nonprofit, and (3) no part of whose net  
earnings of inures to the benefit of any private shareholder or individual.

Under this constitutional grant of authority, the Legislature enacted section 214 of the Revenue and Taxation Code. “Constitutional provisions and statutes granting exemption from taxation are strictly construed.... [O]wners of property, have the burden of showing that they clearly come within the terms of the exemption.”<sup>1</sup>

### **A. Application of the Welfare Exemption to Property That is Being Used as Housing By a Religious Institution on the Lien Date.**

If the Church’s minister had been living on the property on the lien date of January 1, 2014, the Property likely would have qualified for a property tax exemption under Subdivision (i) of Section 214, which authorizes a property tax exemption for “Property used exclusively for housing and related facilities for employees of religious...organizations that meet the requirements of subdivision (a)...” Attached is an excerpt from the State Board of Equalization’s guidelines which includes examples of how the welfare exemption has been applied to property used for various housing purposes.<sup>2</sup>

### **B. Property That is Owned by a Religious Institution but is Not Being Used for Housing on the Lien Date Must be Incidental to and Reasonably Necessary for the Accomplishment of the Purposes of the Church to Qualify for the Welfare Exemption.**

Since nobody was living at the Property on the lien date, in order to qualify for a property tax exemption, the Property must meet the criteria of Subdivision (a) of Section 214. As relevant here, the statute provides that:

Property used exclusively for religious . . . purposes owned and operated  
by . . . foundations or corporations organized and operated for religious .  
. . purposes is exempt from taxation if:

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<sup>1</sup> *Cedars of Lebanon Hospital v. County of Los Angeles* (1950) 35 Cal.2d 279, 234.

<sup>2</sup> State Board of Equalization, Assessors’ Handbook, *Welfare, Church and Religious Exemptions*, pt 1, § 267 at pp. 62-68 (Oct. 2004).

(3) The property is used for the actual operation of the exempt activity and does not exceed an amount of property reasonably necessary to the accomplishment of the exempt purpose.

The courts have held that property used exclusively for religious purposes and owned and operated by a religious organization qualifies for the exemption if its use is *incidental to and reasonably necessary for* the accomplishment of those purposes.<sup>3</sup> But it is not necessary, as a condition to exemption, that the use of the property is *indispensable* to the religious purposes of the religious organization.<sup>4</sup> In determining whether a religious organization qualifies for this exemption, the integrated activities as a whole must be examined.<sup>5</sup>

Several cases discuss how this exemption has been applied to property owned and operated by a religious organization and used for “incidental” purposes. *Christward Ministry v. County of San Diego*<sup>6</sup> was an action to recover taxes paid on 600 acres claimed to have been used exclusively as a religious retreat. The assessor exempted 40 acres that were improved with facilities such as a chapel, church, administration building, director’s house, roads, a dam site, water facilities, parking, trails, meditation sites and shrines, but not the rest of the natural, unimproved property. The trial court upheld the assessor’s determination and the religious organization appealed from the judgment denying the property tax refund. On appeal, the trial court’s decision was reversed. The appellate court held that the trial court failed to consider whether “possession of the 600 acres, or any part thereof, and its maintenance in a wild state, is a use incidental to and reasonably necessary for the operation of the property as a retreat for religious purposes.”<sup>7</sup>

In *St. Germain Foundation v. County of Siskiyou*,<sup>8</sup> the appellate court affirmed the trial court’s decision that a portion of property owned by a religious organization and occupied by a snack bar, gift shop and beauty shop was tax exempt where there was evidence that these facilities were operated by the organization, not primarily for profit, but to serve convenience of persons assembled for religious purposes.

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<sup>3</sup> *Cedars of Lebanon Hospital v. County of Los Angeles* (1950) 35 Cal.2d 729, 736.

<sup>4</sup> *Christward Ministry v. County of San Diego* (1969) 271 Cal. App. 2d 805, 809-810.

<sup>5</sup> 34 Ops. Cal. Atty. Gen. 175, 177 (1959).

<sup>6</sup> *Christward Ministry v. County of San Diego*, *supra*, 271 Cal. App. 2d 805

<sup>7</sup> *Id.* at 812.

<sup>8</sup> *St. Germain Foundation v. County of Siskiyou* (1963) 212 Cal. App. 2d 911

In *Peninsula Covenant Church v. County of San Mateo*,<sup>9</sup> the church bought a former swim and tennis club. The church initially considered buying the property because the size of its congregation was increasing and it needed more parking spaces for its worship facility on an adjacent parcel. Ultimately, the church concluded that the entire parcel should be purchased since it would provide an additional facility for the educational and community service activities of the church. The appellate court determined that the community center building was entitled to the welfare exemption since the evidence established that it was used primarily as a center for the church's various religious study and recreational groups, and for the administrative and religious work of one of its ministers. But the evidence did not support a conclusion that a swimming pool, five tennis courts and locker rooms qualified for the welfare exemption, because the primary use of this part of the property was recreational, not evangelistic. The court noted that, even though the church may have intended that use of the recreational property would advance its evangelistic objectives, this was not enough to qualify for the exemption because, citing *Christward Ministry v. County of San Diego, supra*,<sup>10</sup> "Actual use of property for a religious purpose, and not *intended* use is the criteria for exemption."<sup>11</sup>

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<sup>9</sup> *Peninsula Covenant Church v. County of San Mateo* (1979) 94 Cal. App. 3d 382,

<sup>10</sup> *Id.* at 811; cf *Cedars of Lebanon Hospital v. County of Los Angeles* (1950) 35 Cal. 2d 729, 742.

<sup>11</sup> *Peninsula Covenant Church v. County of San Mateo, supra* at 396-397; see also, *First Baptist Church of San Fernando v. The County of Los Angeles* (1952) 113 Cal. App. 2d 392, 394, where the court noted that "the constitutional provision unequivocally requires that the property be 'used' for the designated purpose...[differentiating] *actual use*... from an *intention to use* the property for a particular purpose."

## CHAPTER 5: HOUSING

### INTRODUCTION

The welfare exemption is available for property used for various housing purposes: (1) housing property used exclusively for exempt purposes,<sup>192</sup> (2) housing for employees of qualified organizations,<sup>193</sup> (3) housing for lower-income households,<sup>194</sup> (4) housing for low and moderate income elderly and/or handicapped families,<sup>195</sup> (5) emergency or temporary shelter and related facilities for homeless persons and families.<sup>196</sup> This chapter discusses the requirements for qualifying for exemption for each kind of housing program.

### HOUSING PROPERTY USED EXCLUSIVELY FOR AN EXEMPT PURPOSE

The question of whether the welfare exemption extends to property used for housing and related facilities<sup>197</sup> provided by religious, hospital, scientific, and charitable organizations has presented property tax administrators and the California Courts with some difficult decisions over the years. Property tax administrators have historically taken a narrow view of the exemption, and have viewed much housing to be non-exempt on the grounds that the property is being used primarily for private residential purposes rather than exempt purposes, and is not being used exclusively for exempt purposes as required by section 214.

The courts, however, have taken a broader view, consistent with the Supreme Court's directive that statutory and constitutional provisions granting exemption are to be construed strictly, but reasonably. The Court stated that

...[t]he rule of strict construction does not require that the narrowest possible meaning be given to words descriptive of the exemption, for a fair and reasonable interpretation must be made of all laws, with due regard for the ordinary acceptance of the language employed and the object sought to be accomplished thereby.<sup>198</sup>

The Court recognized that too narrow an interpretation (1) would be inconsistent with the ordinary language of the provisions; and (2) would frustrate the underlying purpose of the constitutional and statutory provisions, to provide a property tax exemption to the properties of qualifying nonprofit organizations. Thus, the courts, in a number of cases, have applied the

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<sup>192</sup> Section 214(a).

<sup>193</sup> Section 214(i).

<sup>194</sup> Section 214(g).

<sup>195</sup> Section 214(f).

<sup>196</sup> Section 214(h).

<sup>197</sup> Related facilities have not been defined, but it is reasonable to assume that what is intended to be included are facilities such as dining rooms, kitchens, showers and toilets, and common rooms such as lounges, living rooms, recreation rooms and laundry facilities. When used in this discussion, the term *housing* includes *related facilities*.

<sup>198</sup> *Cedars, supra* at page 735.

principle that the term *exclusively used* is not to be applied literally so as to mean only, solely and purely for the stated exempt purposes to the total exclusion of any other use. Rather, the courts have said that the term not only applies to the primary use or purpose, but also to uses that *are incidental to and reasonably necessary* for the accomplishment of the exempt purposes of the organization. Thus, the courts have exempted properties used for a wide range of housing as property used exclusively for exempt [religious, charitable or hospital] purposes within the meaning of section 214(a).

## JUDICIAL AND ADMINISTRATIVE STANDARDS

### Decisions of Courts

As the following cases illustrate, the courts have applied two similar, but slightly divergent statements of the standard for exemption; that the housing must be *incidental to and reasonably necessary for the accomplishment of the exempt purpose* of the nonprofit organization or that housing be *institutionally necessary* in accomplishing the organization's exempt purpose in order to qualify for exemption as property used exclusively for [exempt] purposes within the meaning of section 214(a). The California Supreme Court used these terms interchangeably and/or simultaneously in four decisions issued on the same day in connection with the application of the exemption to property used for housing. These terms should be construed as having the same meaning, and constituting a single, uniform standard for exemption purposes.

- The California Supreme Court first considered the application of the welfare exemption to housing in the landmark case *Cedars of Lebanon Hospital v. County of Los Angeles*,<sup>199</sup> which determined how the welfare exemption applied to hospitals and hospital facilities. The court, under the rule of strict but reasonable construction, interpreted the exclusive use requirement of section 214(a), to include any facility which is incidental to and reasonably necessary for the accomplishment of hospital purposes; in other words, any facility which is reasonably necessary for the fulfillment of a generally recognized function of a complete modern hospital. Applying this test, the court exempted housing for interns, resident doctors, student nurses, and certain other hospital employees deemed essential to the operation of a complete modern hospital on a 24-hour basis.
- On the same day in 1950, the court issued an opinion in the case of *Serra Retreat v. County of Los Angeles*<sup>200</sup> holding that the exemption applied to living quarters for four priests and six lay-brothers who attended to the needs of laymen who attended religious retreats. The court held that the provision of housing for essential retreat personnel is an institutional necessity and constitutes property used exclusively for religious purposes. The free retreats lasted 50 hours - typically on weekends - and were directed toward laymen for the purpose of a silent religious meditation and reflection. The priests provided sermons, meditations and religious services. The lay-brothers did cooking, housekeeping, laundry, gardening and maintenance work, and generally provided for the "temporal needs" of the retreatants.

<sup>199</sup> *Cedars, supra* at page 759.

<sup>200</sup> (1950) 35 Cal.2d 755. *Serra Retreat, supra* at page 759.



- In a third case on that day in 1950 concerning the applicability of the exemption to property used for residential purposes, the California Supreme Court applied the Cedars test to exempt YMCA dormitory rooms rented to young men at minimum cost.<sup>201</sup> The court found that such housing constituted facilities incidental to and reasonably necessary for the accomplishment of the YMCA's charitable/religious purposes, and therefore, were within the exemption as property used for an exempt purpose. The court observed that the dormitory facilities were designed to provide young men with a place of study, recreation and residence; thus, the dormitories were reasonably necessary for the accomplishment of the YMCA's religious and charitable purposes of promoting good citizenship and Christian ideals and character. The court stated that the fact that plaintiff dormitories, as a secondary consideration, also serve the residential purposes of the occupants, does not destroy the effect of their dominant purpose as property used exclusively for religious ... or charitable purposes within the contemplation of the welfare tax exemption law.
- The Supreme Court also exempted property used for housing in a fourth case decided on that day, *Fredericka Home for the Aged v. County of San Diego*.<sup>202</sup> In addition to finding that the exemption applied to the main facility providing a home for elderly people, the court upheld the exemption for that portion of the property used as living quarters for personnel needed to care for the elderly on a 24-hour basis. Such personnel, the court said, lived on the premises as a matter of *institutional necessity*.
- Thus, under the principles set forth in these leading cases, the welfare exemption has been found to apply to a broad range of property used for housing, as further illustrated by the following cases: Temporary low-cost housing for missionaries, clergymen, other religious workers and their families while in the United States was held exempt as property used exclusively for the church's religious and charitable purposes.<sup>203</sup> The court held that the property maintained to provide temporary housing for workers on furlough status was an integral part of the church's religious and charitable operations. Further, the court observed that the housing facility furthered the church's foreign mission program of spreading Christianity throughout the world.
- A private school's property used for student board and lodging was exempted as a use of property within the school's educational purpose.<sup>204</sup> Although most of the school's students were day students, some students relied upon the school for board and lodging. The court stated that board and lodging is a one of the services provided by the school and is reasonably related to the exempt school activity.
- Dormitories and related facilities for persons assembled for religious instruction held exempt as within the organization's religious purpose, while housing for caretakers and

<sup>201</sup> *YMCA, supra* at pages 769-770.

<sup>202</sup> (1950) 35 Cal.2d 789.

<sup>203</sup> *House of Rest of the Presbyterian Church in the USA v. County of Los Angeles* (1957) 151 Cal. App. 2d 523, 536.

<sup>204</sup> *Sarah Dix Hamlin School, supra* at page 342.

maintenance workers at a religious conclave site were exempted as institutionally necessary.<sup>205</sup>

### Opinions of California Attorney General

The California Attorney General has concluded that the residence of a full time resident manager of the conference grounds owned by the California-Nevada Conference of the Methodist Church qualified for the welfare exemption. The manager's duties included complete responsibility for the maintenance and condition of all the property at the conference grounds. He saw that the facilities were in readiness for groups arriving and that supplies such as communion cups, hymnals, chairs and beds were available and ready. He was responsible for protection of the property from fire and snow damage in season. In essence, he was the representative of the management of the property and the administrative officer present. He was considered by the Methodist Conference to be necessary for the effective operation of the property.<sup>206</sup>

### Housing For Employees: The Statutory Standard For Exemption

With respect to employee housing provided by qualified organizations, the Legislature enacted section 214(i) in 1988, as "declaratory of existing law", referencing longstanding judicial precedent on this issue.<sup>207</sup> Section 214(i) states in relevant part that:

Property used exclusively for housing and related facilities for employees ... shall be deemed to be within the exemption ... to the extent the residential use of the property is institutionally necessary for the operation of the organization.

Thus, the statute provides that property used for employee housing will be exempt if it is *institutionally necessary* for the operation of the organization.

### Property Tax Rule 137, *Application Of The Welfare Exemption To Property Used For Housing*

In 1999 the Board of Equalization adopted Property Tax Rule 137, *Application of the Welfare Exemption to Property Used For Housing*, effective December 31, 1999.<sup>208</sup> The purpose of Rule 137 is to clarify that the welfare exemption from property taxation applies to housing and related facilities owned and operated by qualified nonprofit organizations and to establish a single uniform statewide standard for determining qualification for the welfare exemption as it applies to such properties.

Rule 137 provides the following guidance for applying the welfare exemption to housing:

(a) Housing and related facilities owned and used by community chests, funds, foundations or corporations organized and operated for religious, hospital, scientific or charitable purposes is eligible for the welfare exemption from

<sup>205</sup> *St. Germain Foundation, supra* at page 918.

<sup>206</sup> 959 34 Ops. Cal.Att.Gen. 175.

<sup>207</sup> Section 2, Stats. 1988, Ch. 1591.

<sup>208</sup> Rule 137 interprets sections 4(b) and 5 of Article XIII of the California Constitution and sections 214, 214.01, 214.1, 214.2, 254, 254.5, and 255 of the Revenue and Taxation Code.

property taxation as provided in Revenue and Taxation Code section 214. A single uniform statewide standard shall be used to determine whether the welfare exemption applies to housing and related facilities owned and used by qualified organizations. The standard is whether the use of the property by the organization for housing and related facilities is a use that is incidental to and reasonably necessary for the accomplishment of the exempt purposes of the organization. For purposes of applying the uniform statewide standard, the phrase "Use of property that is incidental to and reasonably necessary for the accomplishment of the exempt purposes of the organization" includes the use of property that is institutionally necessary for the operation of the organization as provided in subdivision (i) of section 214 of the Revenue and Taxation Code.

(b) For purposes of determining whether property used for housing and related facilities is eligible for the welfare exemption, the terms "incidental to and reasonably necessary for" and "institutionally necessary" are identical and interchangeable; the term "institutionally necessary" means and includes "incidental to and reasonably necessary for" and vice versa. No distinctions in application of the welfare exemption to housing and related facilities shall be based on any difference or divergence between the terms.

(c) For purposes of determining eligibility for the welfare exemption, it is the use of the housing and related facilities by the organization owning the property that is to be considered, not the use by the occupants. If the organization's use of the property is incidental to and reasonably necessary for the accomplishment of the organization's exempt purposes, the property is eligible for exemption. The occupant's use for personal or residential purposes is secondary to the organization's primary exempt purpose and shall not disqualify the property from exemption either in whole or in part.

(d) The location of the property in relation to other property owned and used by the exempt organization is irrelevant to the application of the exemption. It is the use of the property by the organization which is the determining factor. The fact that the housing is located on property in a remote area may be considered in determining whether the housing is incidental to and reasonably necessary for the operation of the organization.

(e) **EXAMPLES:** The following examples illustrate the application of the welfare exemption to housing and related facilities

*Example No. 1*

The two-story building with seven completely-furnished apartments is used exclusively to provide temporary low-cost housing to missionaries, clergy, other religious workers and their families on furlough status while in the United States. The articles of incorporation of the nonprofit religious corporation which owns

and operates the property provide that its purpose is to provide housing for missionaries, clergymen, other religious workers and their families who work in establishing and furthering its religious purposes throughout the world. This housing is exempt as a facility incidental to and reasonably necessary for the accomplishment of the church's religious and charitable purposes.

*Example No. 2*

The property of a private school is used to provide board and housing to students. Although most of the school's students were day students, some students relied upon the school for board and lodging. These services provided by the school are reasonably related to the exempt educational activity, and are an exempt use of the property within the school's educational purpose.

*Example No. 3*

Property owned by a nonprofit corporation is used for housing and related facilities for persons who assemble two weeks each year for purposes of religious instruction and worship. The residential facilities are exempt as within the organization's religious purpose. Housing for caretakers or maintenance workers required to reside at the religious conclave facility is exempt as institutionally necessary.

*Example No. 4*

A nonprofit religious organization owns housing which it provides to its ministers and their families. Organizational documents require the church to provide housing as part of a system that allows the organization flexibility in assigning the clergy, aids in recruiting and keeping the clergy and provides the clergy with privacy and respite. The property also is used regularly for church functions such as youth meetings and organizational committee meetings. The church's use of its property to provide housing for its clergy is exempt as reasonably necessary for the furtherance of its religious purpose.

*Example No. 5*

The primary missionary activity of a nonprofit religious organization is to publish and disseminate its religious literature to the general public. The organization owns a complex consisting of a temple and six apartment buildings that provide work areas for about 250 devotees, about one-half of whom are involved in the publishing and distribution of the organization's religious books and magazines. The work areas are frequently used at night as sleeping areas since most of the devotees live in the rooms in which they work. The devotees follow a seven-hour daily regimen of communal and individual daily prayers, meditations, chanting, and attendance at temple services and observe a strict diet which necessitates

living in the temple complex. Property used for housing the devotees in the temple complex is exempt as reasonably necessary for the fulfillment of the organization's religious objectives.

The examples are merely illustrative, and are not intended to establish exclusive standards or guidelines.

### **REQUIREMENTS FOR EXEMPTION**

Rule 137 specified a single statewide standard for exemption for property used for housing and related facilities. Previously more than one standard had been considered by some in administering the exemption, resulting in confusion and inconsistency in administration. The most important principle in the single statewide standard, a principle that was not universally recognized in the past, is that it is the use of the property by the organization owning the property that is the determining factor, not the use by the occupants of the housing. If the use by the organization is a use that is incidental to and reasonably necessary for the accomplishment of the exempt purposes of the organization, the property is exempt.

The recognition by Rule 137 of this principle had some important implications, which changed how some had administered the exemption in the past. For example, the use of the property by the owner organization solely for a residence for a member of the clergy to provide respite is an exempt purpose where that use is in furtherance of the religious purposes of the organization as set forth in the organization's tenets. Recognition of this principle also eliminated the past practice of exempting portions of the living space used for consultation and meetings with parishioners, and assessing the private living quarters of the clergy. The entire property can be exempt where the organization's purposes include both residential and communal use.

The assessor can require a claimant to submit documentation in support of its claim for exemption for property used for housing and related facilities. Accordingly, all nonprofit organizations may be required to submit documentation that establishes why the organization's use of the property is incidental to and reasonably necessary for the exempt purposes of the organization. Required documentation could include: (1) a copy of the organization's tenets, canons or other written policy confirming that the organization has the established practice or obligation, to provide housing to certain employees and/or volunteers to carry out the exempt purpose of the organization; or (2) a statement explaining how the use of the property for housing and related facilities is a use that is incidental to and reasonably necessary for the accomplishment of the exempt purposes of the organization; or (3) a statement or other information confirming that the property is used for housing, and if other uses are also made of the property, the nature of those uses.

### **HOUSING FOR LOWER-INCOME HOUSEHOLDS**

Subdivision (g) of section 214 extends the welfare exemption to property owned and operated by qualifying organizations and used exclusively for rental housing which is occupied by lower-



Contra  
Costa  
County

To: Contra Costa County Flood Control District Board of Supervisors

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

Date: October 20, 2015

Subject: CONSIDER Report on Flood Preparedness and Creek and Channel Safety Awareness, Countywide. (No fiscal impact)

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**RECOMMENDATION(S):**

CONSIDER Report on Flood Preparedness and Creek and Channel Safety Awareness, Countywide.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

California Flood Preparedness Week 2015 is a statewide effort to increase public awareness of flood risk and flood protection and improve public safety for all Californians. With the theme of “Be Aware, Be Prepared, and Take Action!”, communities across California, including those in Contra Costa County, are using this opportunity to alert residents and business of flood risks and provide them with information on preparing for heavy rains and/or flooding.

With this year’s El Niño influenced winter prediction, it is especially imperative that each person take time to prepare, educate themselves, and collect emergency supplies. Information regarding flood preparedness is on the County’s web page at <http://www.cccounty.us/435/Flooding-Information>. Each property owner is encouraged to inspect and clean out drainage systems and creeks on their property now, prior to

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Tim Jensen, (925)  
313-2390

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

By: , Deputy

cc: David Twa, CAO, Thomas Geiger, County Counsel's Office, Sharon Hymes-Offord, Risk Management, Betsy Burkhart, CCTV, Steve Kowalewski, Deputy Chief Engineer, Mike Carlson, Flood Control, Tim Jensen, Flood Control, Carrie Ricci, P.W. Administration, Catherine Windham, Flood Control

BACKGROUND: (CONT'D)

the heavy rains. As in the past, various communities have locations where sandbags can be obtained to help protect homes and businesses from localized flooding.

Localized heavy rains can happen unexpectedly, so paying attention to the weather and utilizing forecasting resources is important. Information regarding local flooding potential is on the County's web page at <http://www.cccounty.us/1578/Flood-Forecast-Information>. The Contra Costa County Flood Control and Water Conservation District monitors 29 rain gauges and seven flow elevation gauges to provide information, as well as assist in flood forecasting, in conjunction with National Weather Service information.

The Contra Costa County Flood Control and Water Conservation District and Public Works Department crews have been working hard to prepare for this winter. Our regional flood protection facilities and local drainage systems are ready, and expected to perform well during large storms as they have in the past. The historic localized flood-prone areas will be monitored through the winter. Various County agencies have prepared with disaster response coordination and training. Key personnel are available to respond to emergencies at any time. Citizen monitoring is also valuable, and concerns can be reported 24/7 via phone, email, or web page.

The County's Creek and Channel Safety Awareness Program is ongoing with an annual outreach to schools in September, maintaining warning signs in flood control channels, and coordination with Contra Costa County Fire Protection District Swiftwater Rescue operations. This fall and winter, Walnut Creek Intermediate School is hosting a safety awareness campaign regarding the flood control channel that traverses its campus. See [www.cccounty.us/creekandchannelsafety](http://www.cccounty.us/creekandchannelsafety) for more information.

The above information will be sent to media outlets and community sites to coincide with this Board action. Key staff are available to answer questions, attend community meetings, or be interviewed upon request.

The Chief Engineer, Contra Costa County Flood Control and Water Conservation District recommends that the Board declare October 19–24, 2015, as California Flood Preparedness Week, and accept the above report and presented report on flood preparedness in Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

If this Board Order is not adopted, members of the public may not receive important information about flood preparedness and creek and channel safety.

CHILDREN'S IMPACT STATEMENT:

The FC District will continue to work with the schools and youth-based groups within the County to educate children about safety regarding creeks and flood control channels.



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 20, 2015

Subject: COUNTY SALES TAX OPTIONS FOR NOVEMBER 2016 BALLOT

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**RECOMMENDATION(S):**

CONSIDER report on options for placing a County sales tax measure on the November 2016 ballot; DETERMINE what further actions should be taken at this time; DIRECT staff as appropriate.

**FISCAL IMPACT:**

None at this time.

**BACKGROUND:**

On September 15, 2015, the Board received a report from the Transportation, Water and Infrastructure Committee regarding the Contra Costa Transportation Authority's (CCTA's) development of a Transportation Expenditure Plan and potential sales tax ballot measure. At that time, the Board asked for further information about the options for placing a countywide sales tax measure on the November 2016 ballot. Although often called a "sales tax," the tax in question would technically be a "transactions and use tax," imposed under Division II, Part 1.7, Chapter 2, of the Revenue and Taxation Code, "Counties Transactions and Use Taxes" (Revenue and Taxation Code section 7285 et. seq.).

Potential direction from the Board might include: whether staff should take further action regarding a County sales tax separate from the action currently being taken on behalf of CCTA concerning a new sales tax for transportation purposes. If the Board directs further action, the Board might provide guidance concerning the duration of a proposed new sales tax; the proposed sales tax rate; and whether the sales tax proceeds would be used to fund general services or specific services and, if specific services, what those services would be.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: David Twa  
925-335-1080

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: John Kopchik, Department of Conservation and Development Director



## BACKGROUND: (CONT'D)

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### **A. Public Opinion Polls Conducted in 2014 and 2015.**

On June 24, 2014, the Board of Supervisors accepted a presentation and report from EMC Research on the results of a public opinion poll on a potential countywide sales tax. That poll showed that when likely voters were presented with categories of how the sales tax revenues would be used, the voters gave funding for fire-fighting, emergency medical, emergency response, public safety, and road repairs the highest favorable response. A summary of the 2014 opinion poll is attached to this Board Order as Attachment A. Based on the results of the poll, the Board directed the County Administrator to take no further action regarding a potential countywide sales tax.

At the Board of Supervisors meeting on September 15, 2015, EMC Research, on behalf of CCTA, presented the results of a telephone survey of 800 likely voters in this County. The respondents were asked whether they would approve a half cent or a quarter cent sales tax for specific purposes. The revenues would support transportation programs (i.e., to fix roads, improve highways, reduce traffic congestion, increase bicycle and pedestrian safety, enhance transit services for seniors and people with disabilities, and similar uses) and/or for public safety programs (i.e., for fire and police services and equipment). A copy of the results of the 2015 CCTA opinion poll is attached to this Board Order as Attachment B.

### **B. Potential Sales Tax Options**

The Board potentially has three general options with regard to the imposition of a new County sales tax: (1) The County could seek special legislation to authorize a general or special Countywide sales tax measure for the entire County for purposes other than transportation; (2) the County could continue to work with CCTA on a transportation sales tax measure without special authorizing legislation; or (3) the County could propose a general or special sales tax measure in the unincorporated area only without special authorizing legislation.

#### **1. Legislation Would be Needed to Propose a New Countywide Sales Tax to Fund Services or Facilities Not in the CCTA Transportation Expenditure Plan**

Sales taxes are either "special" or "general." If the Board of Supervisors wants to consider placing a countywide sales tax measure on the November 2016 ballot, the Board of Supervisors would need to decide whether it intends to propose a "general" or a "special" sales tax. A general purpose sales tax measure can be used to fund general governmental facilities or services. Revenue and Taxation Code section 7285 permits a county board of supervisors to propose a general sales tax at a rate of 0.125% or a multiple thereof. The ordinance proposing the tax must be adopted by four members of the Board of Supervisors (i.e., "a two-thirds vote of all the members"). The sales tax measure must be approved by *majority* of the electors voting on the measure.

Alternatively, Revenue and Taxation Code section 7285.5 permits a county board of supervisors to propose a tax to the voters to fund specific services. A tax measure that proposed to dedicate the revenues to fund specific services like firefighting, emergency services, public safety, roads or other specific purposes is a "special" tax. A special tax may be imposed at a rate of 0.125% or a multiple thereof. The ordinance proposing the tax must be adopted by four members of the Board of Supervisors (i.e., "a two-thirds vote of all the members"). Unlike general sales tax measures, the law requires that special taxes measures be approved by *two-thirds* of the voters voting on the measure.

The Legislature has limited the maximum combined rate of sales, transactions and use taxes that can be imposed in California at 9.5% (the "cap"). Revenue and Taxation Code section 7251.1 caps the local portion of this combined rate at 2%. On August 17, 2015, Governor Brown vetoed AB 464, which would have raised the maximum combined rate of local sales, transactions and use taxes from 2% to 3%.

The cities of Richmond, Moraga and Pinole each have a 1% transaction and use tax which, when combined with

the countywide tax, puts the sales and use tax rates in these cities at the 9.5% cap. Last year, El Cerrito obtained special legislation that allowed it to exceed the 2% cap by 0.5%. City voters approved the additional 0.5% sales tax effective January 1, 2015. That means the current sales and use tax rate in El Cerrito is 10%. Below is a list of the Contra Costa County sales and use tax rates in effect on July 1, 2015.

<u>Jurisdiction</u>	<u>Tax Rate</u>
County (this includes the unincorporated area and cities in this County except as listed below)	8.50%
City of Antioch	9.00%
City of Concord	9.00%
City of El Cerrito	10.00%
City of Hercules	9.00%
Town of Moraga	9.50%
City of Orinda	9.00%
City of Pinole	9.50%
City of Pittsburg	9.00%
City of Richmond	9.50%
City of San Pablo	9.25%

Because several cities in this County have a sales tax rate at or above the statutory cap, in order to impose a new countywide sales tax (i.e., including both the incorporated and unincorporated areas of the County) for a general purpose or a specific purpose (for example, a tax that would support enhanced fire or police services), other than the support of countywide transportation programs, the County would need to obtain special “above the cap” legislation.

**2. Special Legislation is Not Required to Propose New Countywide Special Sales Tax Measure to Support Countywide Transportation Programs.**

Special legislation would not be required for the County to continue to work with CCTA to develop a sales tax measure to provide additional funding for transportation programs in this County. By way of background, in 1998, Contra Costa County voters approved Measure C, a transportation sales tax measure. In November 2004, the voters approved Measure J to continue this County’s half-cent transportation sales tax for 25 more years beyond the original expiration date of 2009. According to the CCTA’s website, Measure C was approved by 71% of the voters.

In 2013, the Legislature approved AB 210, amending Sections 7291 and 7292 of the Revenue and Taxation Code. Revenue and Taxation Code section 7291 authorizes the County to impose an “above the cap” sales tax, of up to one-half cent (0.5%), *for the support of countywide transportation programs.* CCTA’s Countywide Transportation Plan (CTP) is this County’s only “countywide transportation program.” The Transportation Expenditure Plan (TEP) identifies the projects that are part of the plan and will be funded by the existing Measure C and Measure J sales tax proceeds and, potentially by the proceeds of a future sales tax measure. If the Board elects to place a special tax measure on the ballot “for the support of countywide transportation programs,” the tax proceeds would be used in the manner specified in CCTA’s TEP. A ballot measure proposed under this statute requires two-thirds voter approval. The authority to impose this tax expires if the voters have not approved the new tax by December 31, 2020.

In 2014, Alameda voters approved a measure called Measure BB, which proposed a 30-year transportation sales tax under the authority of Revenue and Taxation Code section 7291. Measure BB passed by a 70.76% vote. That ballot measure read as follows:

*“Shall voters authorize implementing the Alameda County 30 year Transportation Expenditure Plan to:*

*Expand and modernize BART in Alameda County;  
Improve transit connections to jobs and schools;  
Fix roads, improve highways and increase bicycle and pedestrian safety;  
Reduce traffic congestion and improve air quality; and  
Keep senior, student, and disabled fares affordable?"*

On September 15, 2015, the Department of Conservation and Development asked this Board to provide direction on projects that should be included in CCTA's new TEP and funded with the proceeds of a proposed new 25 year sales tax. The Department of Conservation and Development continues to work with CCTA on this project.

### **3. Special Legislation is Not Required to Propose a New General or Special Sales Tax in the Unincorporated Area Only.**

Before January 1, 2015, a county board of supervisors could only levy, increase, or extend a transaction and use tax within the entire county. However, in many cases, counties were unable to levy further transaction and use taxes because, as is true in this County, the statutory cap for the transaction and use tax rate had been reached in the cities. Former Revenue and Taxation Code sections 7285 and 7285.5 required the tax to be levied on the entire county. To allow counties to levy a transaction and use tax solely within the unincorporated area of a county, the Legislature amended Revenue and Taxation Code sections 7285 and 7285.5.

Revenue and Taxation Code section 7285 now permits a county board of supervisors to "levy, increase, or extend a transactions and use tax throughout the entire county *or within the unincorporated area of the county* for general purposes Revenue and Taxation Code section 7285.5, as amended, gives a county board of supervisors the same ability to levy a transactions and use tax for special purposes

These statutes require that the revenue derived from the imposition of a tax in the unincorporated area may only be used for the general or specific purposes within the unincorporated area. Thus, for example, if the Board of Supervisors were to propose a half-cent special tax for public safety purposes to the voters of the unincorporated area, the proceeds of the sales tax would have to be spent for safety services to the unincorporated area only.

#### **C. Potential Sales Tax Revenues.**

A voter-approved Transactions Tax for the unincorporated area of Contra Costa County at 0.5% is estimated to generate \$8.5 million in year one. The estimate, which was provided by the County's sales tax consultant HdL Companies, uses FY 2014/15 base values, a Pool allocation adjustment at 65%, and has been adjusted for businesses making local sales but delivering goods outside the County area as well as for purchases by County area residents or businesses of registered vehicles, vessels or aircraft from dealers not located in the County area and for taxable goods delivered by out of area sellers to County area purchasers. Base values will vary based on the amount of time between this estimate and the actual receipt of funds pending a successful election.

California levies a "use tax" on the use, storage and consumption of taxable goods on which the state's sales tax was not paid and allocates the tax, levied at the same rate as the local sales tax, through a system of countywide use tax pools. Most use tax is generated by purchases of taxable goods from sellers outside the state (including catalogers and online sellers), private party sales of autos, boats and aircraft, long-term equipment leases and contractor installation sales. Each local jurisdiction in the County receives a share of the pooled use tax each quarter based on its proportionate share of countywide sales tax receipts.

As noted an adjustment was made for local sales of goods delivered to purchasers outside the county area. The methodology we use also adjusts in the opposite direction. For example county area residents who buy a car from a dealership not in the county area, would pay the district tax. This adjustment is made by using countywide per capita sales for the autos and transportation group - the underlying assumption being that county area residents buy cars at more or less the same frequency and price as other county residents.

Using the Contra Costa Transportation Authority (CCTA) for which we have quarterly totals, in FY 2014-15

CCTA received, net of BOE administrative charges, a total of \$79.1 million for their 0.5% tax rate. Therefore, a countywide tax at 0.5% would generate approximately \$79.1 million.

**D. Timing.**

By statute, ballot measures must be received by the Elections Department 88 days before the date of the election. In this case that would be Friday, August 12, 2016. That deadline does not work well for our Elections Department because it doesn't allow them enough time to do what they have to do. Their procedures usually call for the measure to be submitted a few weeks earlier. For discussion purposes, it can be assumed that the last date a ballot measure should be submitted to the Elections Department is Friday, July 29, 2016.

An ordinance proposing a special tax requires two readings at two different meetings of the Board of Supervisors. Since the Board of Supervisors is not scheduled to meet on July 26, 2016, the latest that a sales tax ordinance could be introduced would be July 12, 2016, with adoption to follow on July 19, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

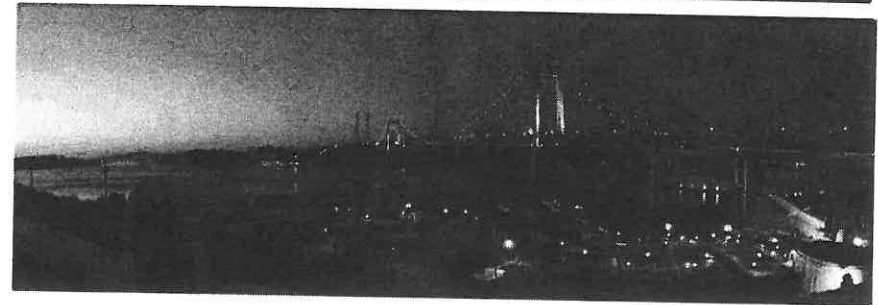
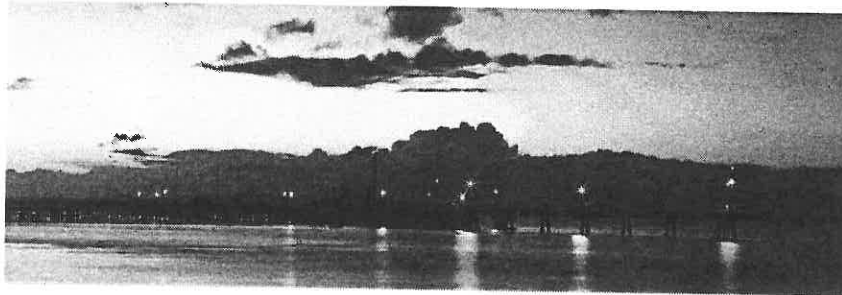
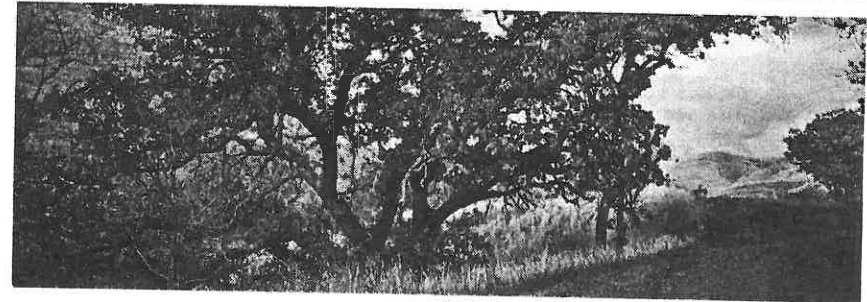
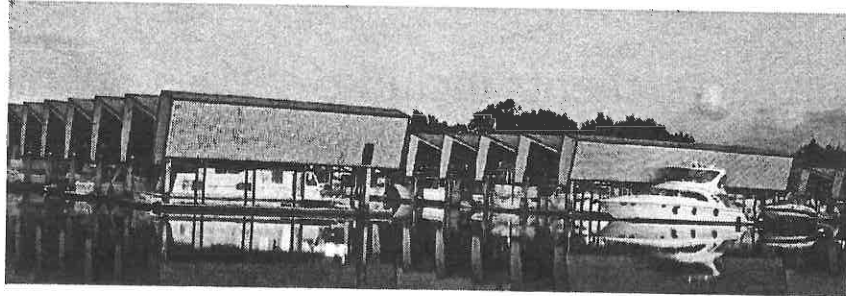
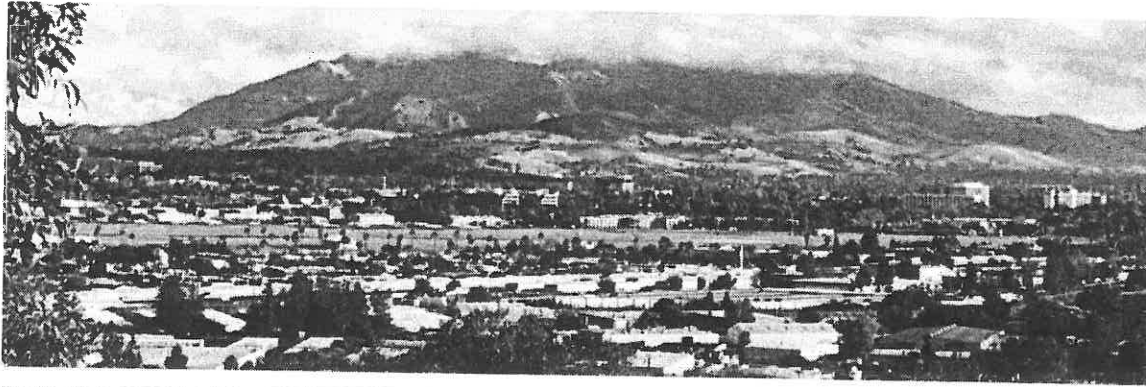
This report will not be accepted and staff will not be given further direction about a potential sales tax measure for the November 2016 ballot.

ATTACHMENTS

Attachment A: ARCHIVED DOCUMENT - EMC Survey of Likely November 2014 Voters – Presentation to Board of Supervisors, June 24, 2014

Attachment B: EMC Contra Costa Transportation Authority Survey Results Summary – Presentation to Board of Supervisors, September 15, 2015

Presentation: Sales Tax Options for November 2016 Ballot



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Contra Costa County  
Survey of Likely November 2014 Voters  
*Presentation to Board of Supervisors*  
June 24, 2014

# EMC Research, Inc.

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- ▶ Polling, public opinion research, and strategic consulting.
- ▶ Conducting research in Contra Costa County and the San Francisco Bay Area since our founding in 1989.
- ▶ Recent Contra Costa County research projects/clients include:
  - Contra Costa Transportation Authority
  - Contra Costa Community College District
  - 2012 and 2013 Contra Costa Poll
  - Contra Costa County Fire Protection District
  - East Contra Costa County Fire Protection District
  - Contra Costa Water District
- ▶ Dozens of research projects for various entities within Contra Costa County – municipalities, regions, legislative districts, school districts, transit districts, etc.
- ▶ Dozens of other similar research projects in the Bay Area and throughout California, including many different types of ballot measures.



# Methodology

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- ▶ Telephone survey of Likely November 2014 Voters in Contra Costa County.
- ▶ Interviews conducted on both landlines and cell phones.
- ▶ Survey conducted June 10-18, 2014.
- ▶ 806 total completes, with split sample methodology:
  - Sample A: n=403, asked about ¼-cent measure.
  - Sample B: n=403, asked about ½-cent measure.
- ▶ Margin of error +/- 3.5% overall; +/- 4.9 within each sample.

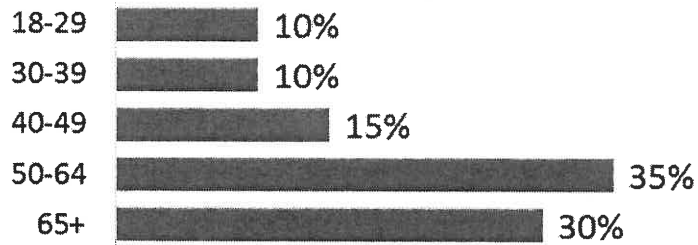
*Please note that due to rounding, some percentages may not add up to exactly 100%.*



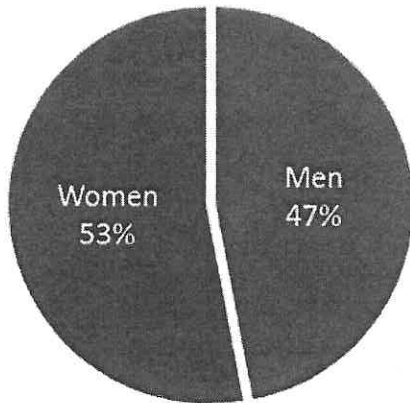
# Voter Demographics

*Polling demographics are representative of Likely November 2014 voters.*

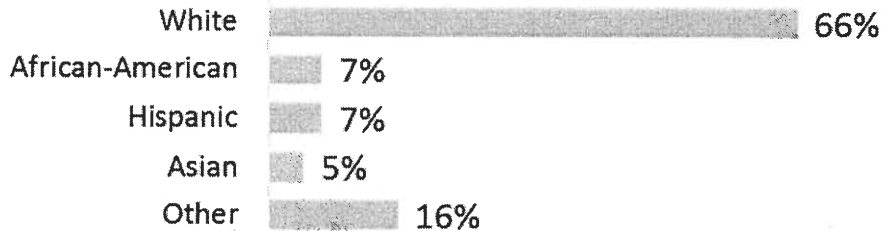
## Age



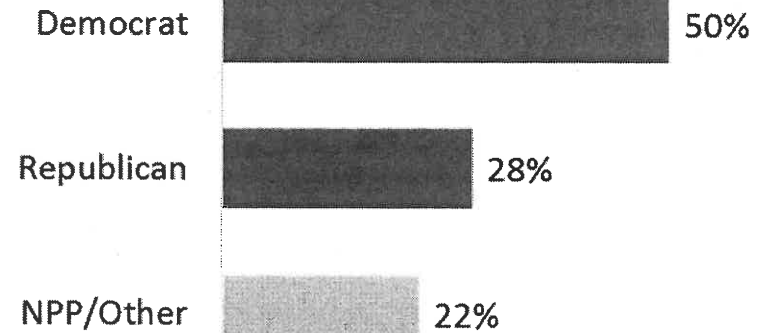
## Gender



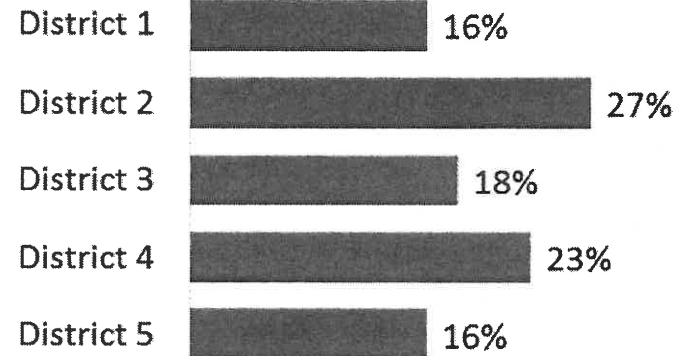
## Ethnicity



## Party



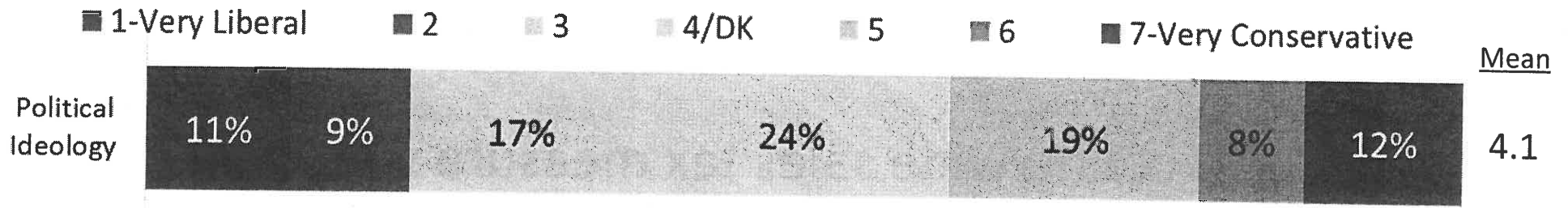
## County Sup District



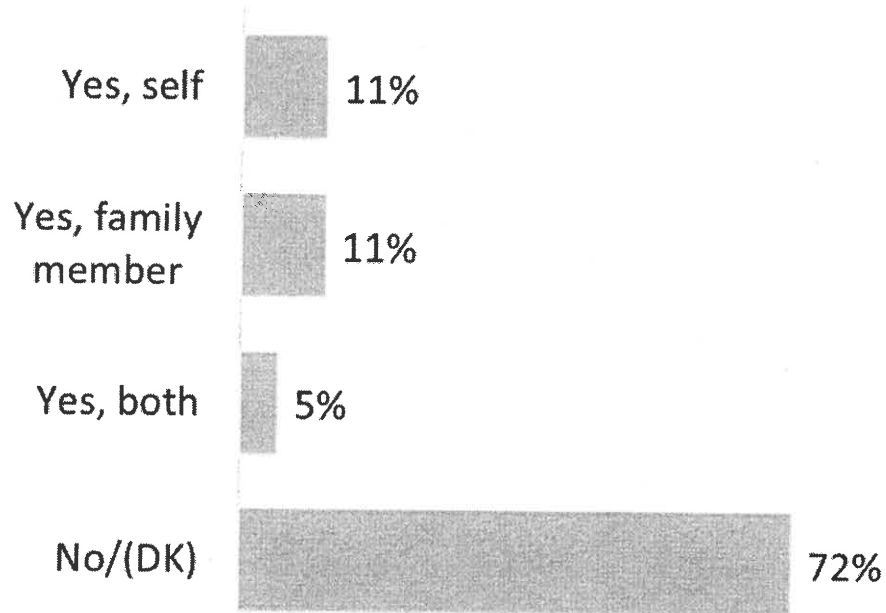


# Voter Demographics

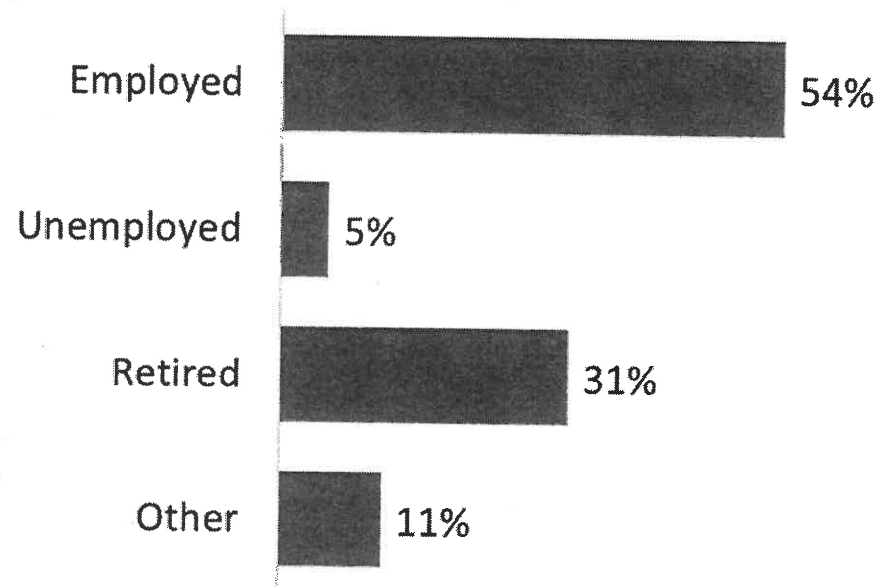
*Most voters self-identify as moderates.*



## Union Membership



## Employment Status



# Key Findings

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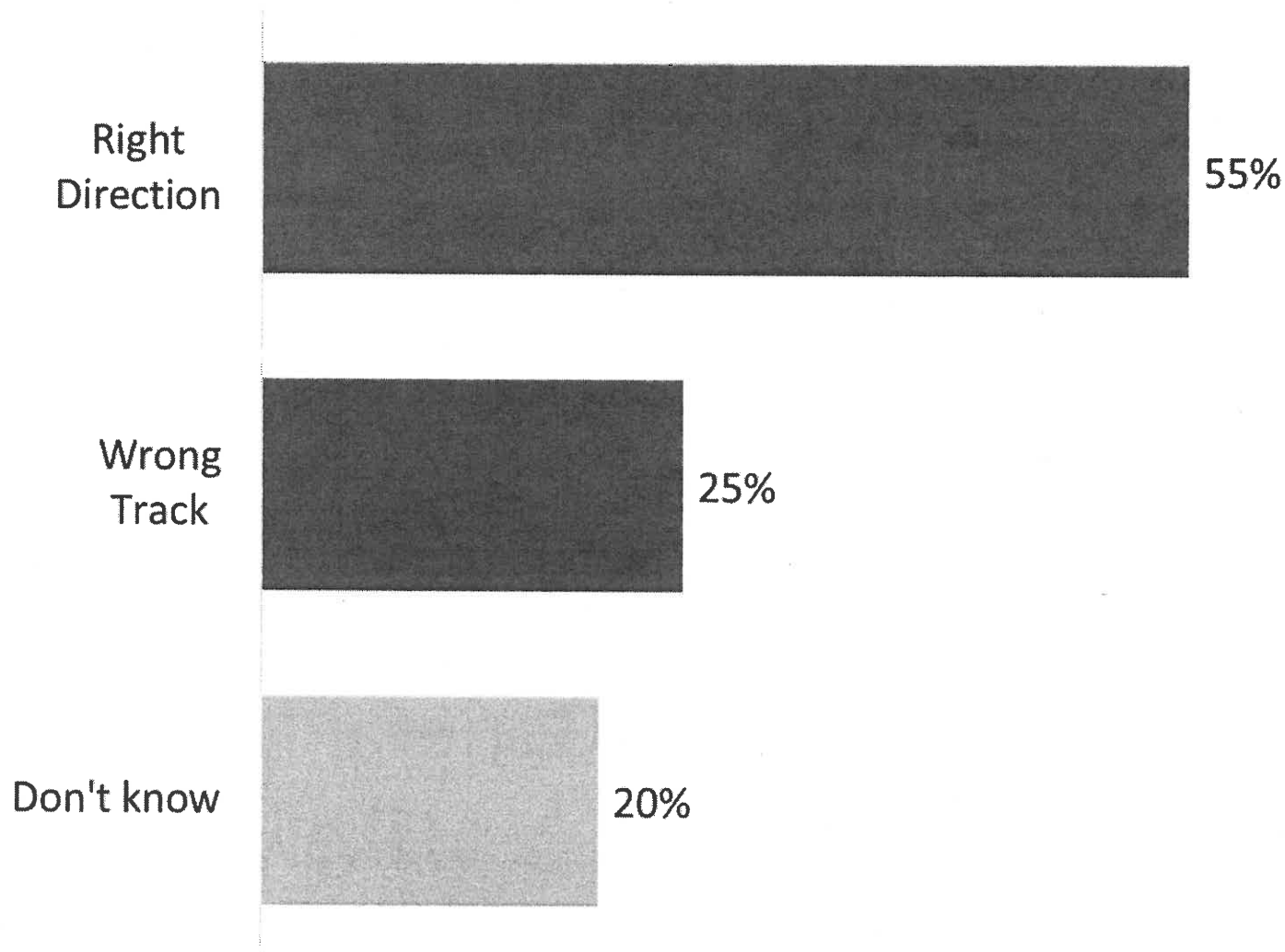
- ▶ Voters are optimistic over the direction of Contra Costa County.
- ▶ Passing a countywide sales tax measure would be challenging.
- ▶ A slim majority of voters (54%) support a ¼-cent sales tax measure, while just under half (49%) support a ½-cent measure.
- ▶ Funding for fire-fighting, emergency medical, emergency response, public safety, and road repairs had the highest support.



# General Mood of Likely Voters

# Direction of the County

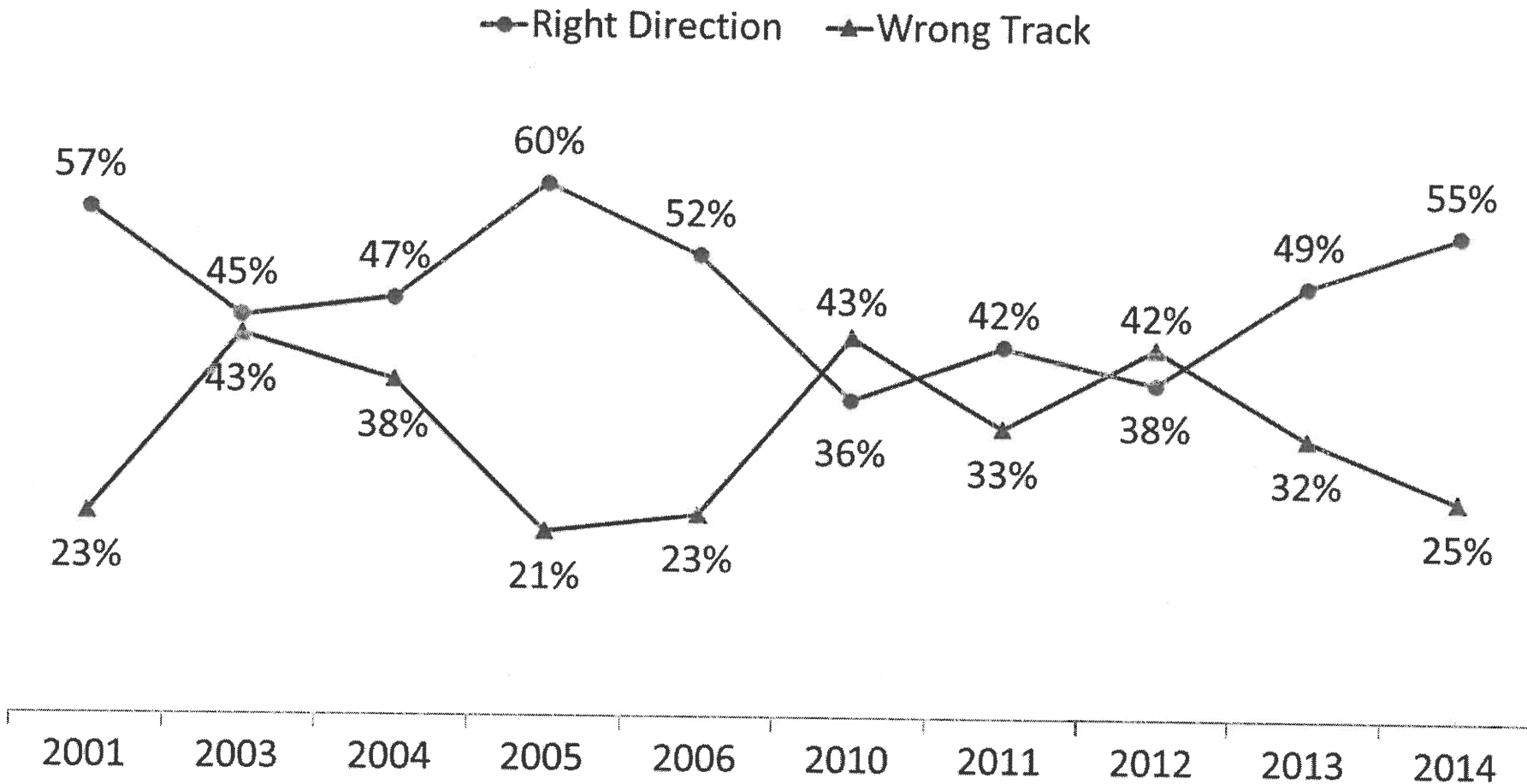
*A majority of voters feel optimistic about the direction Contra Costa County is headed.*



Q4. Do you feel that things in Contra Costa County are generally going in the right direction or do you feel things have gotten pretty seriously off on the wrong track?

# Direction of the County Over Time

*Voter optimism is as high as it's been since 2005.*



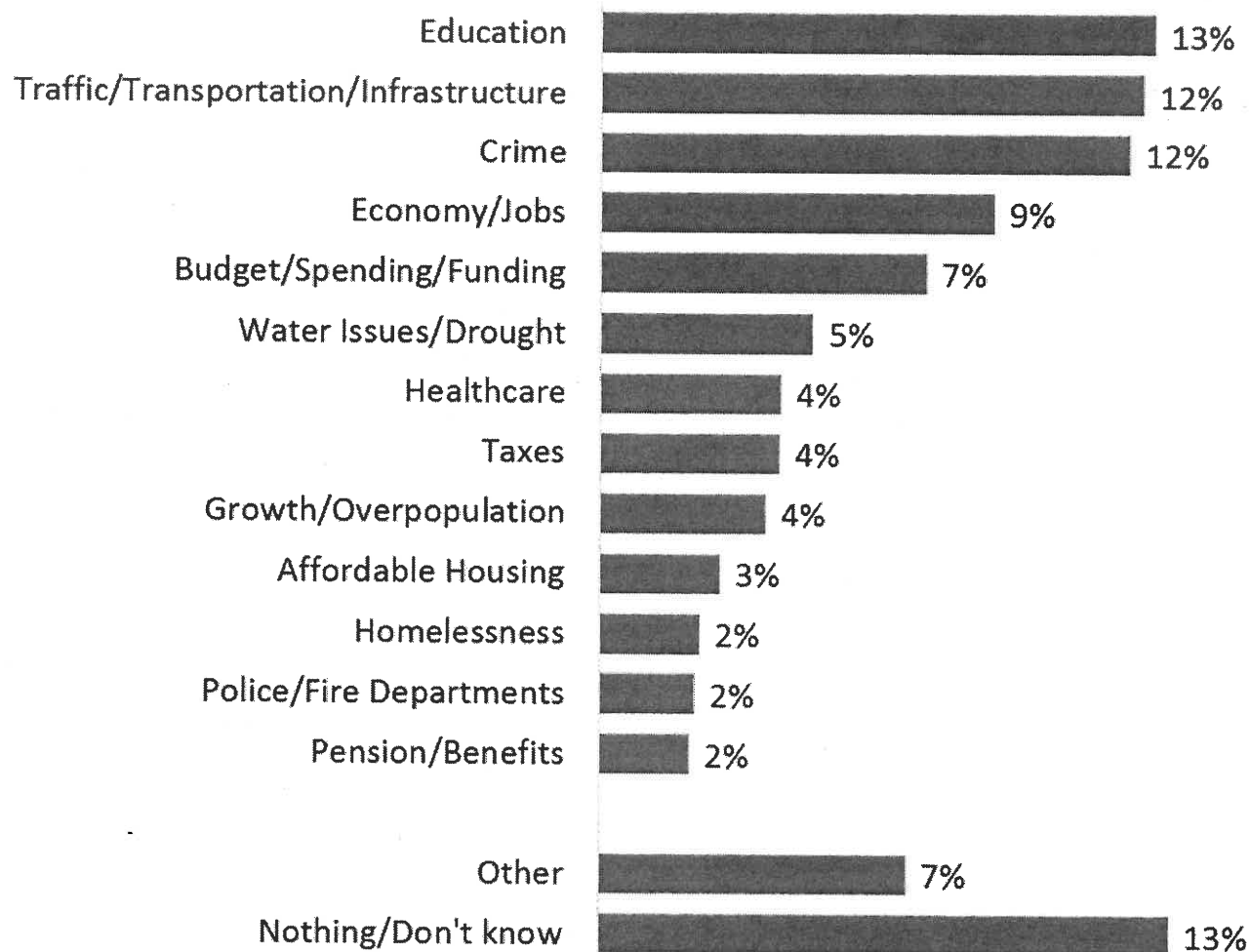
Results from previous countywide polling conducted by EMC Research.

Q4. Do you feel that things in Contra Costa County are generally going in the right direction or do you feel things have gotten pretty seriously off on the wrong track?



# Most Important Problem

*Voters find education, transportation, and crime to be the most important problems facing Contra Costa County.*



Q5. What do you think is the most important problem facing Contra Costa County today?  
(Open Ended question, 1 response accepted)



# Most Important Problem Over Time

*Concern over the economy and jobs has continued to fall since August 2011.*

	August 2011	May 2012	February 2013	June 2014
Education	16%	23%	18%	13%
Traffic/Transportation/Infrastructure	8	6	8	12
Crime	12	5	13	12
Economy/Jobs	25	19	16	9
Budget/Spending/Funding	4	13	8	7
Water Issues/Drought	-	-	-	5
Healthcare	-	-	-	4
Taxes	3	3	4	4
Growth/Overpopulation	-	-	-	4
Affordable Housing	6	5	3	3
Homelessness	-	-	-	2
Police/Fire Departments	-	-	-	2
Pension/Benefits	2	3	4	2
Other	16	13	13	7
Nothing/Don't know	10	9	14	13

*Results from previous countywide polling conducted by EMC Research.*

Q5. What do you think is the most important problem facing Contra Costa County today?



# Proposed Ballot Measure



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# Survey Ballot Language

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*Now I'd like to ask you about a measure that may appear on a future ballot in Contra Costa County. The measure could read as follows:*

*To ensure local quality of life in Contra Costa County, shall the County enact a*

***(SAMPLE A: ¼ cent) (SAMPLE B: ½ cent)***

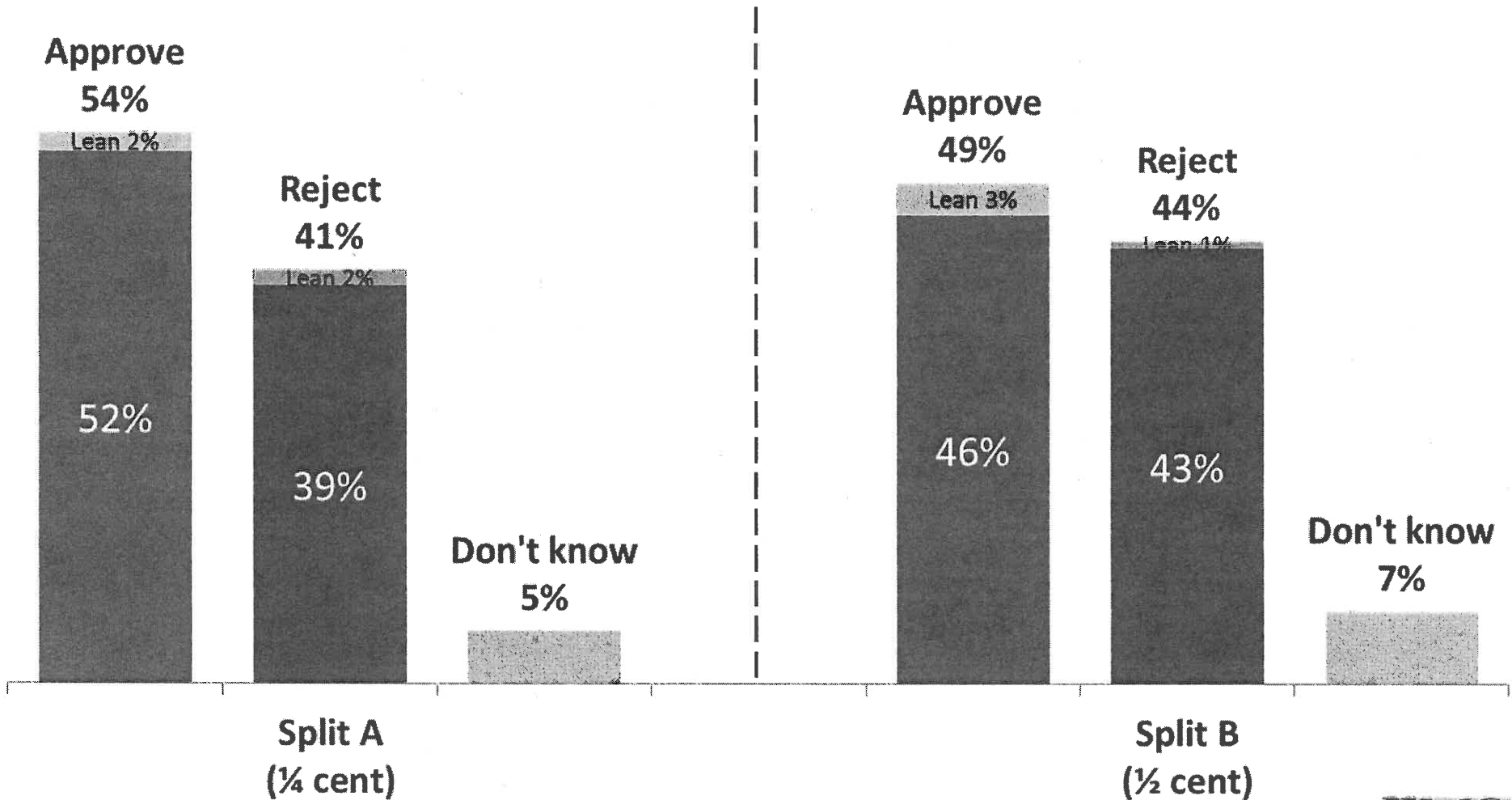
*sales tax, for a limited period of 10 years, that cannot be taken by the state, for local priorities and services such as police, fire, emergency response, criminal prosecution, emergency medical, libraries, and local street and road improvements, with annual public audits and citizens oversight to ensure fiscal accountability?*

*If the election were held today, would you vote Yes to approve or No to reject this measure?*



# Initial Support for Proposed Measure

*Just over a majority of voters support a ¼-cent sales tax measure;  
Slightly less than a majority support a ½-cent sales tax measure.*



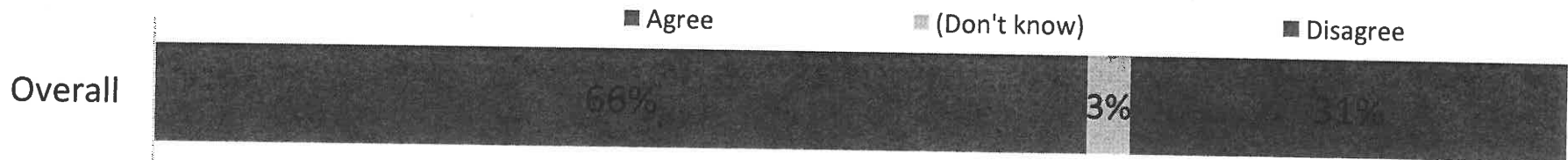
Q6. If the election were held today, would you vote Yes to approve or No to reject this measure?



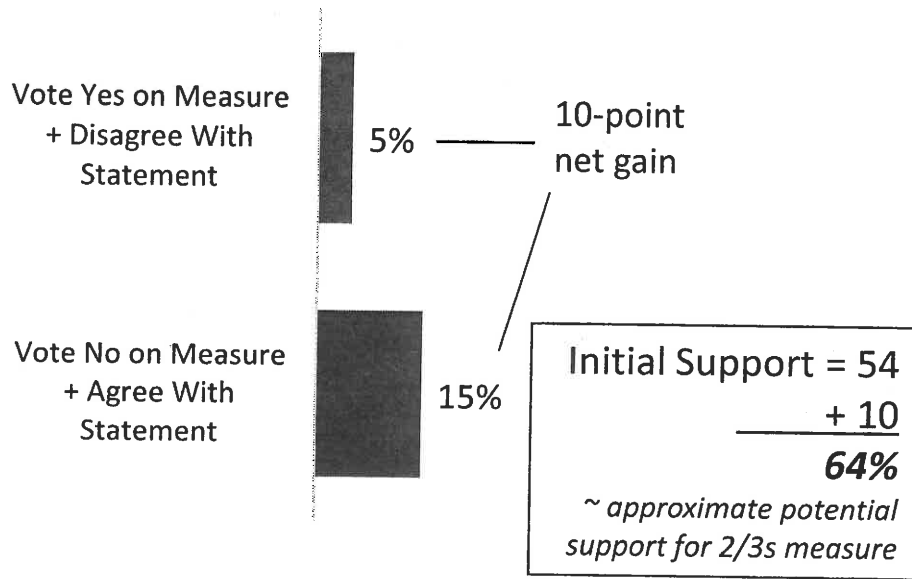
# Dedicated-Funding Measure

*Preliminary analysis suggests a dedicated-funding, 2/3rds measure would not perform much, if any, better than the general revenue measure.*

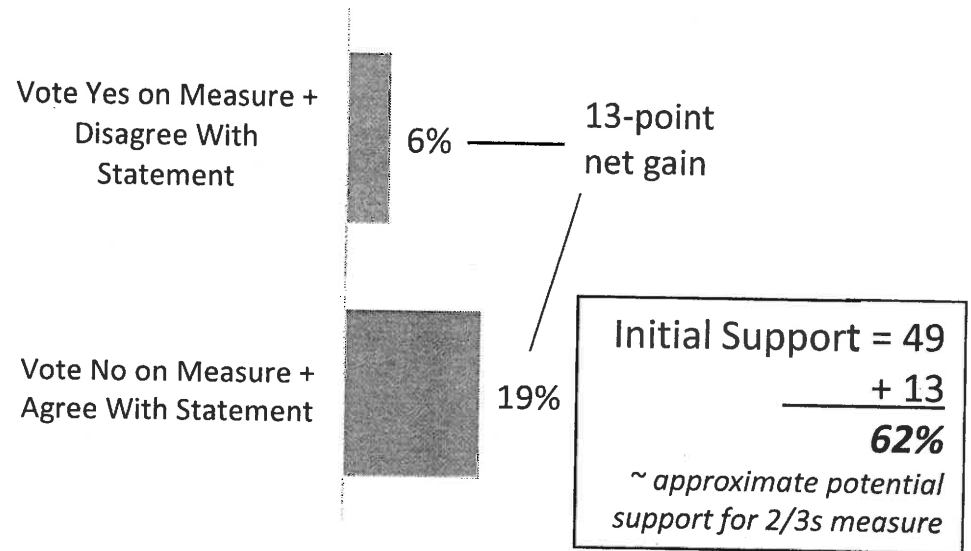
Q18. I would support the proposed measure if the funds were specifically dedicated to fund public safety, including police, fire, emergency response, criminal prosecution, and emergency medical services only, rather than going into the County general fund.



Split A (¼ cent)

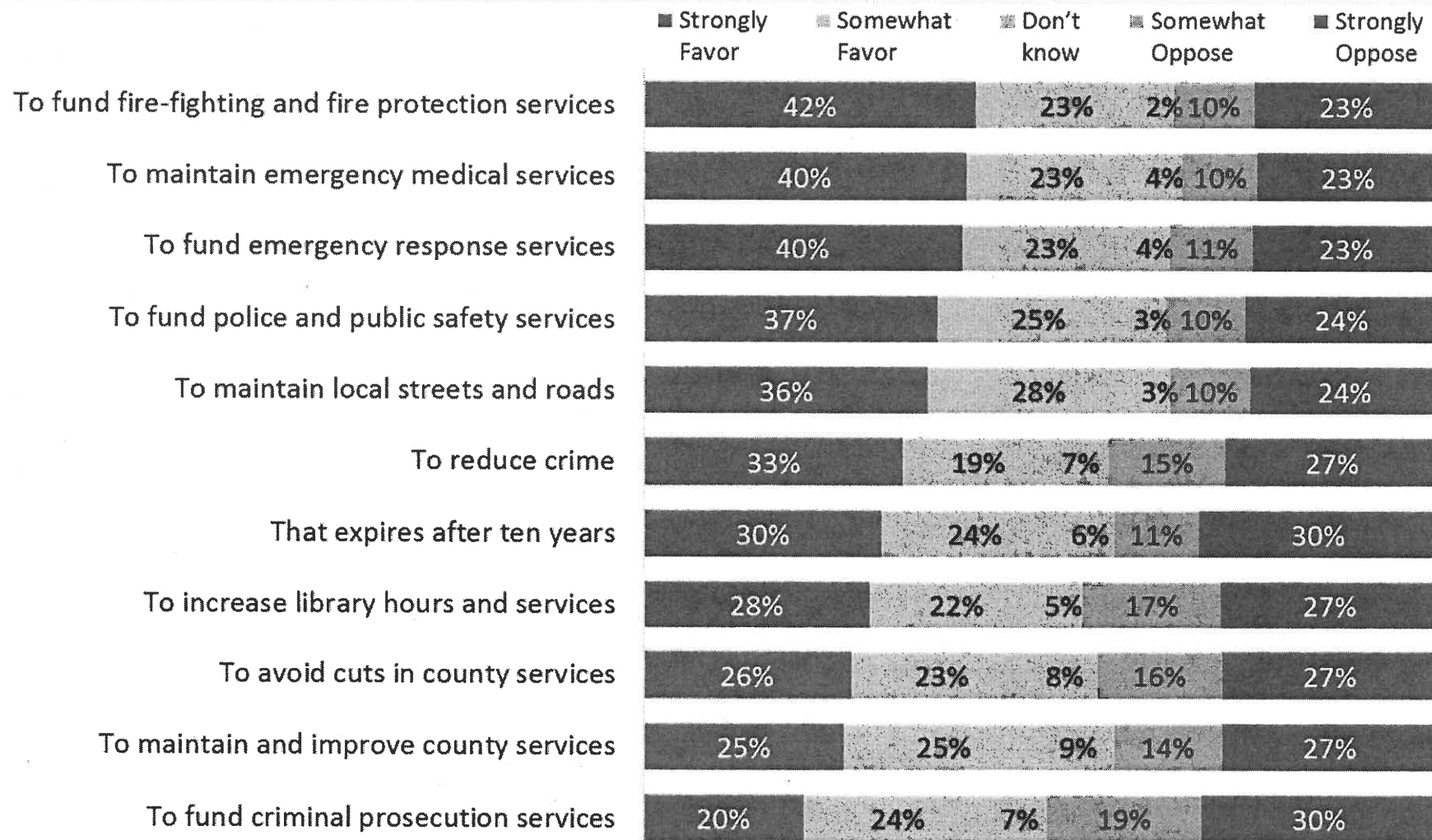


Split B (½ cent)



# Potential Measure Components

*Voters are most in favor of a sales tax that would fund fire-fighting, emergency medical, emergency response, public safety, and road repairs.*

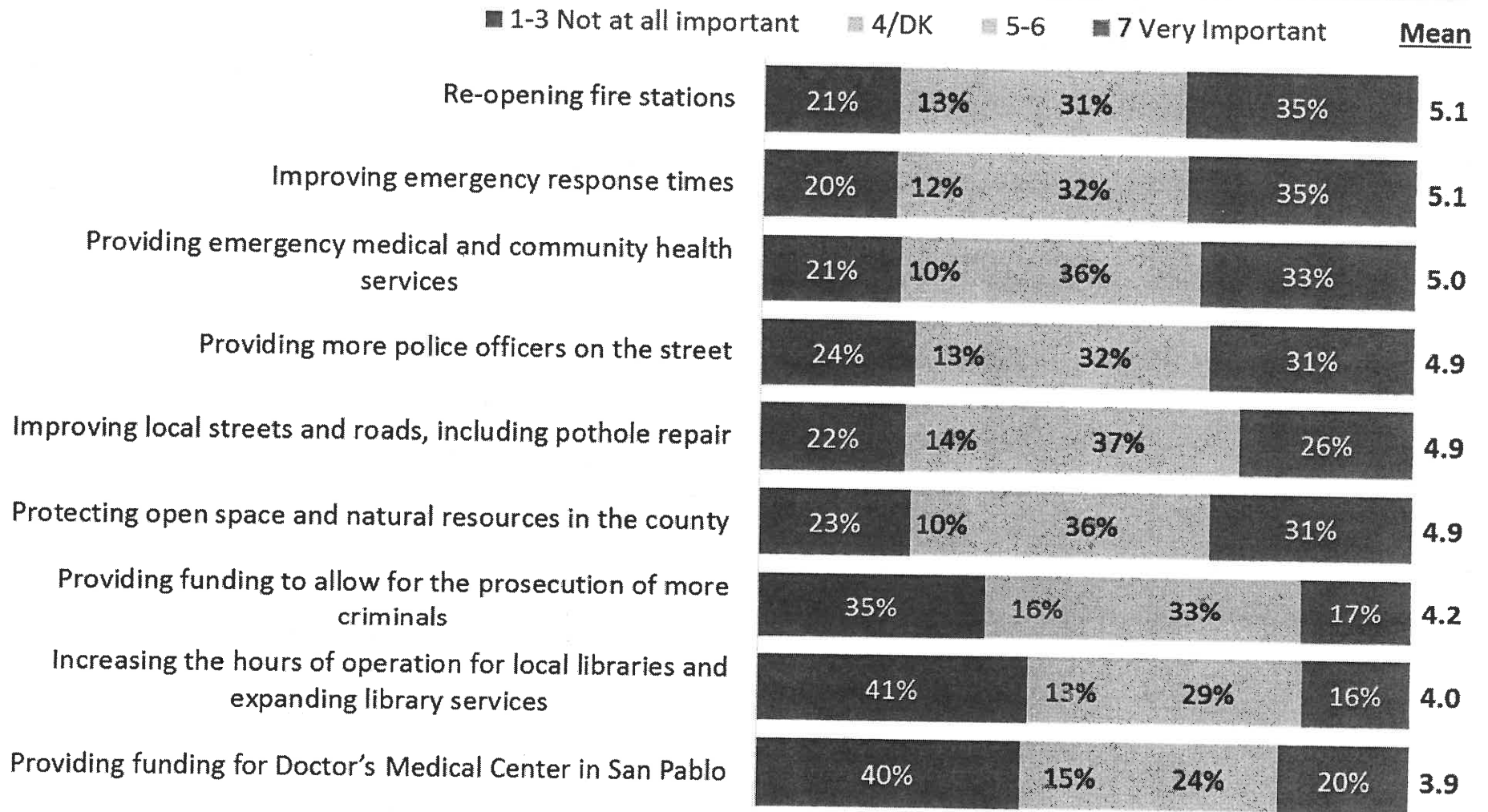


Q7-Q17. Would you favor or oppose a measure that would implement a sales tax...?



# Project Importance Ratings

*Re-opening fire stations, improving emergency response times, and providing emergency medical and community health services were the highest rated potential projects.*



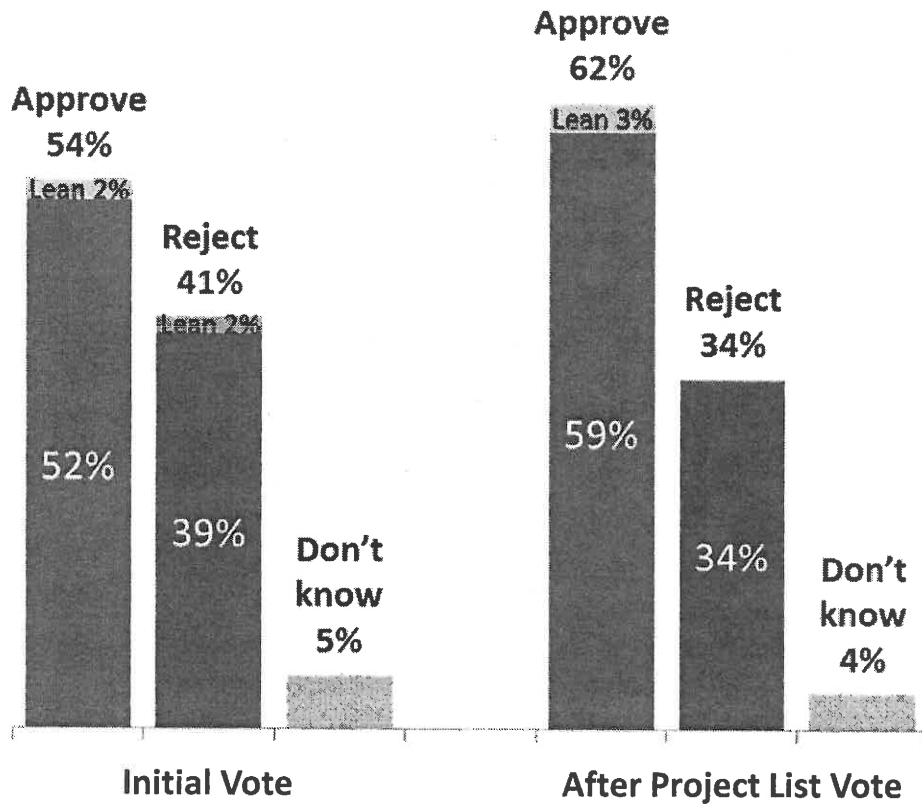
Q19-Q27. Now I'm going to read you a list of projects and programs that are being considered if the County has revenue from a sales tax. Please rate each on a scale from 1 to 7, where 1 is not important at all and 7 is very important.



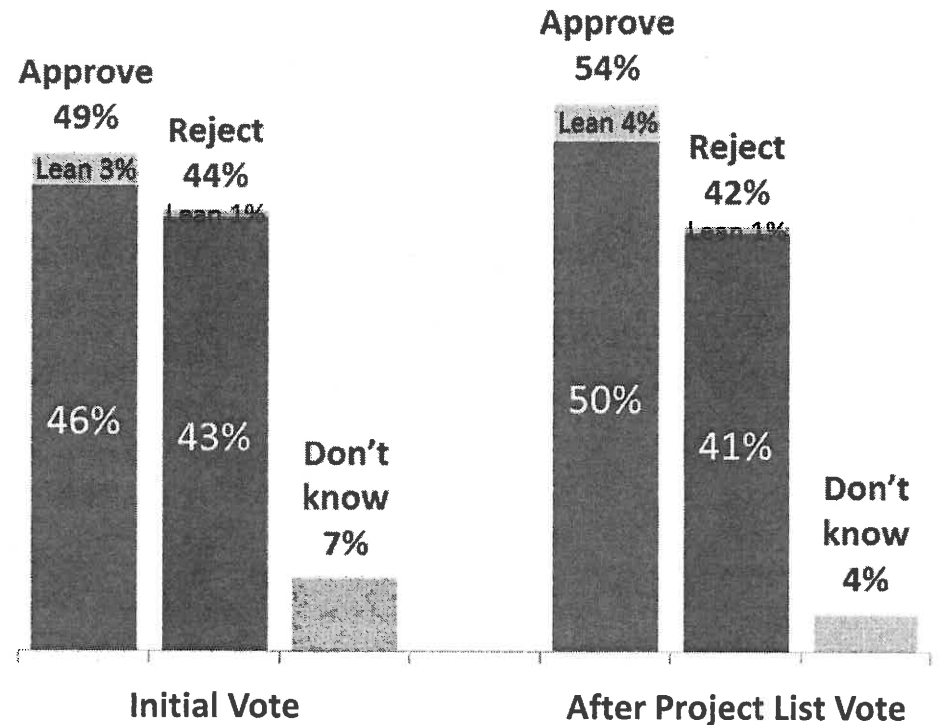
# Support After Project Details

*Support for both measures improves after voters learn more about potential projects and programs that could be funded.*

**Split A (¼ cent)**



**Split B (½ cent)**



Q6/Q28. If the election were held today, would you vote Yes to approve or No to reject this measure?



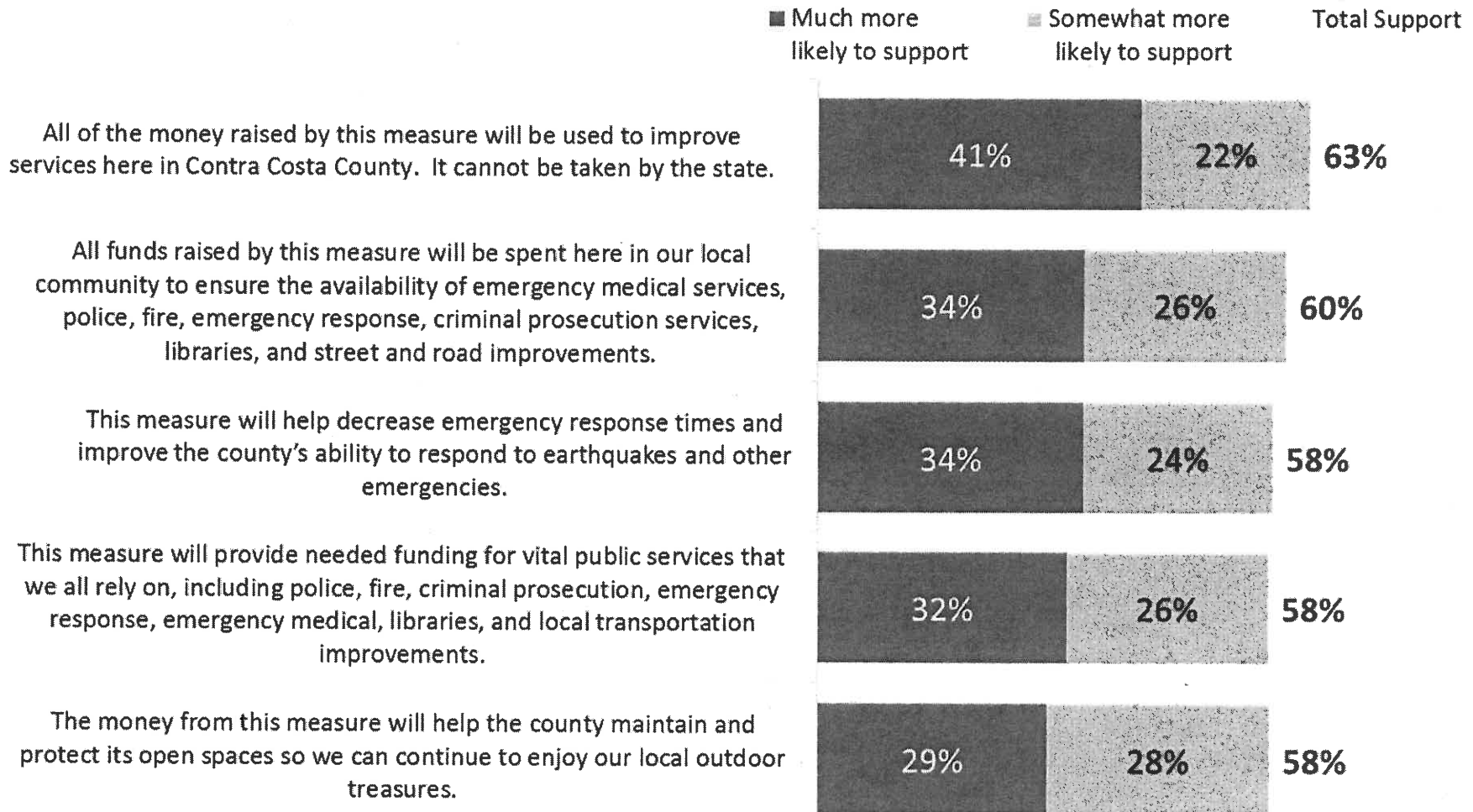


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# Informational Messaging

# Positive Information

*That the funding will stay local and cannot be taken by the state was important information about the measure for voters.*



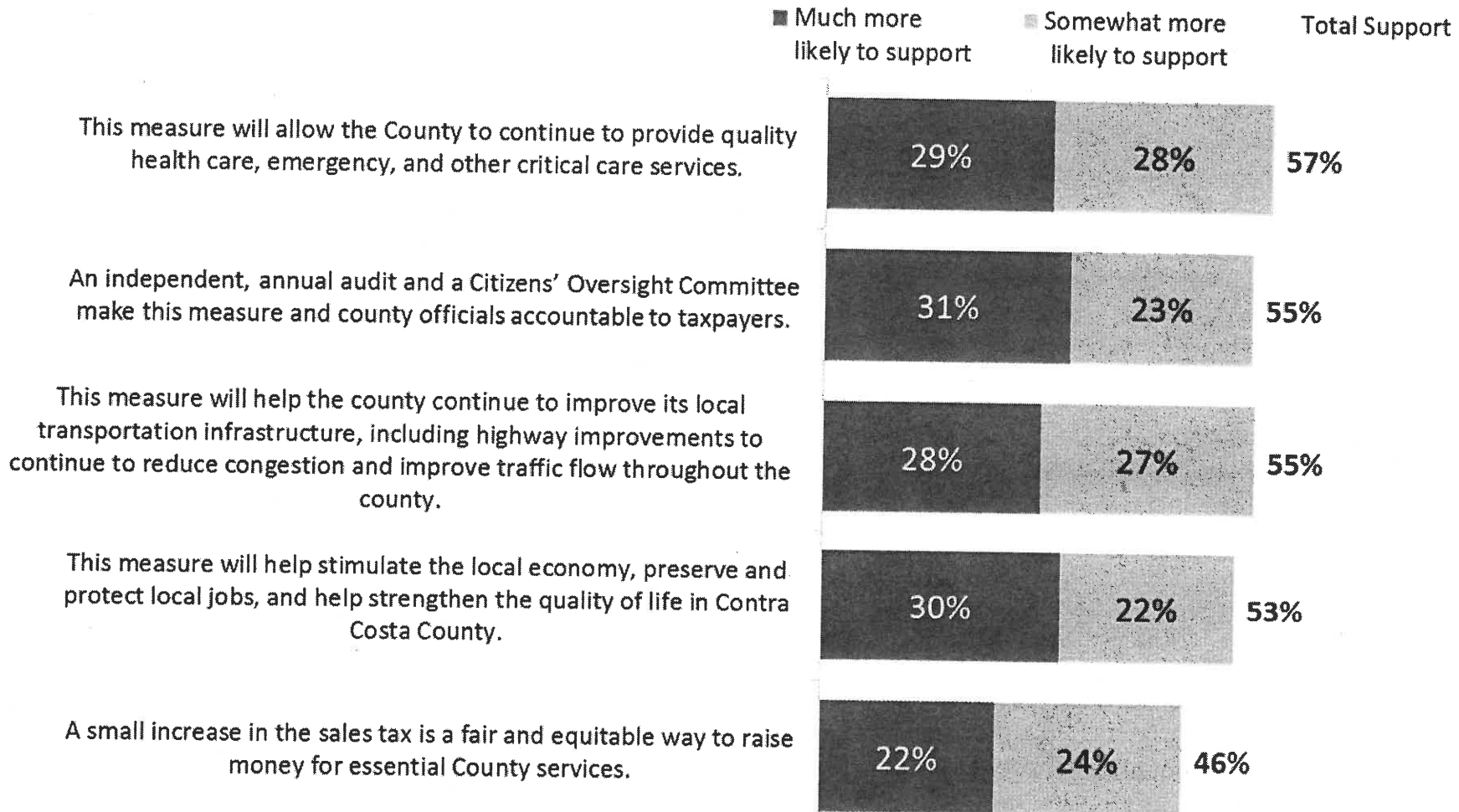
Q29-Q38. For each statement, please tell me if that would make you much more likely to support the measure, somewhat more likely to support, or would it make no difference to you.





# Positive Information, continued

*Other information was important to some, but less compelling overall.*



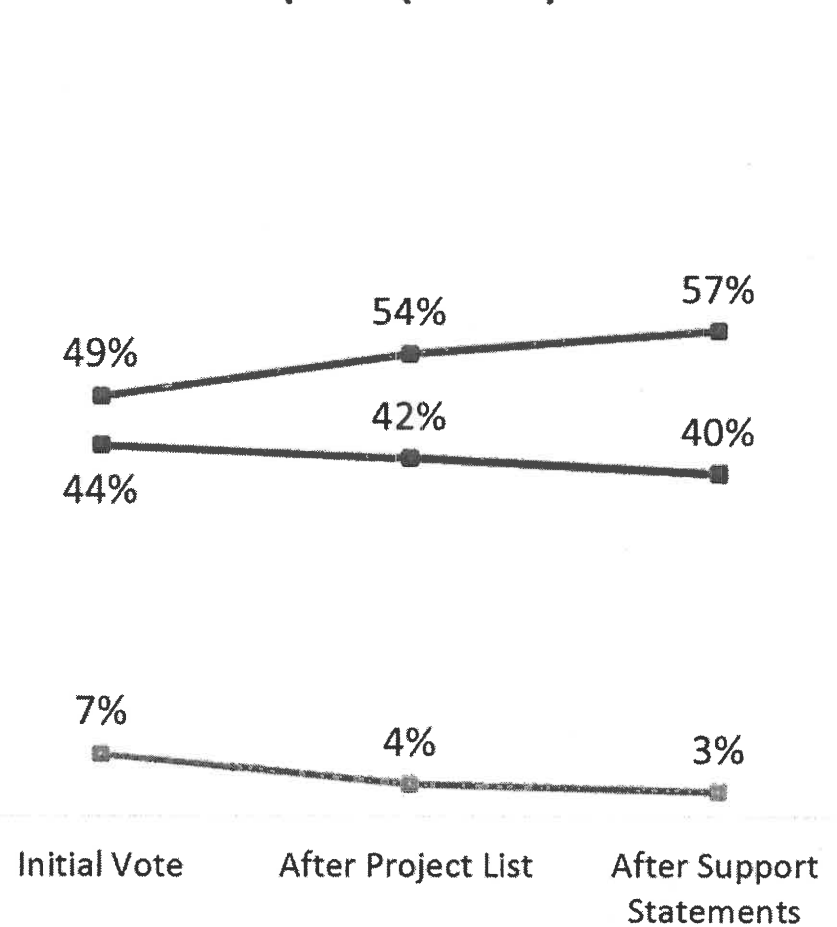
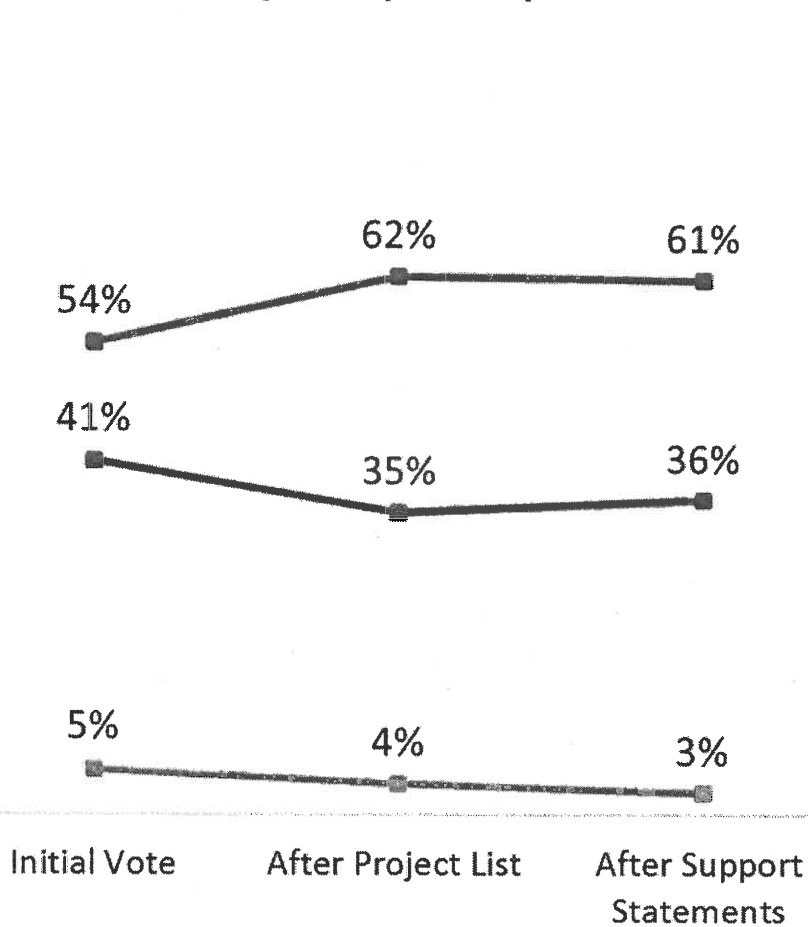
Q29-Q38. For each statement, please tell me if that would make you much more likely to support the measure, somewhat more likely to support, or would it make no difference to you.



# Measure Support After Positive Statements

*Additional information had little impact on support for either measure, beyond the impact already seen by the projects and components information.*

**Split A (¼ cent)**    ■ Approve    ■ Undecided    ■ Reject    **Split B (½ cent)**

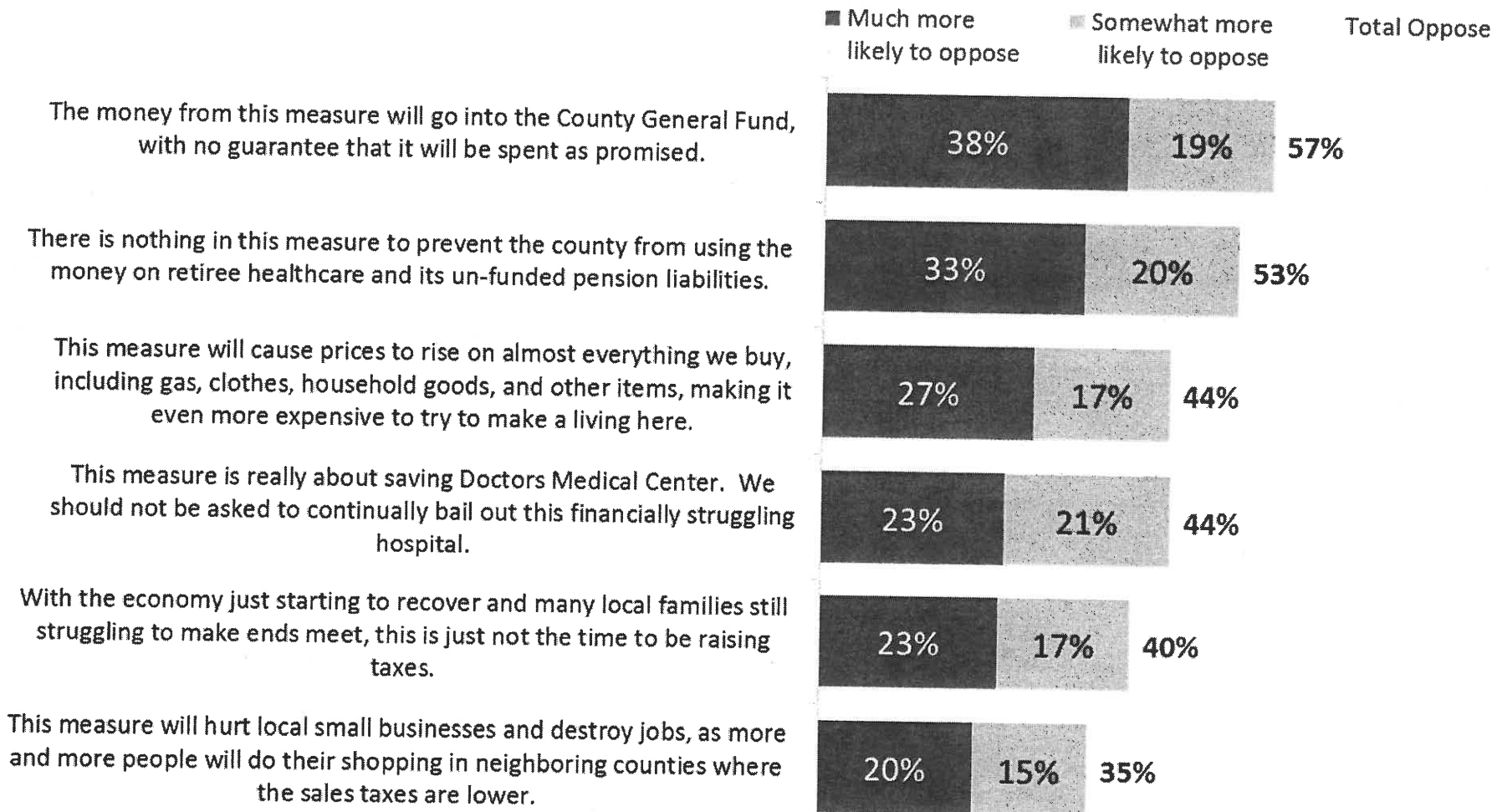


Q6/28/39. If the election were held today, would you vote Yes to approve or No to reject this measure?



# Negative Information

*Lack of guarantees on how the money would be spent was important information about the measure for many voters.*

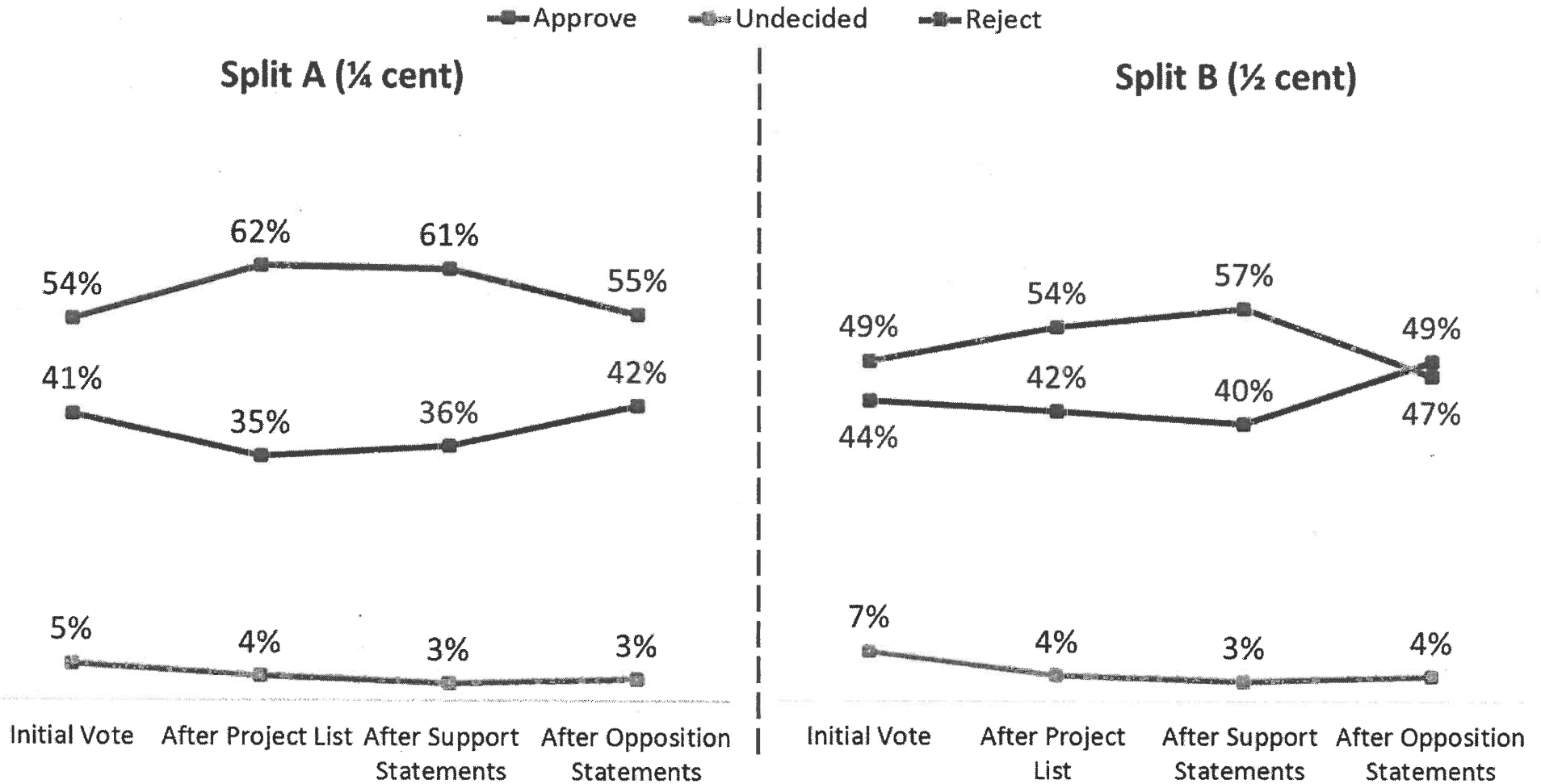


Q29-Q38. For each statement, please tell me if that would make you much more likely to support the measure, somewhat more likely to support, or would it make no difference to you.



# Measure Support After Negative Statements

*Negative information returns support to near its original levels.*

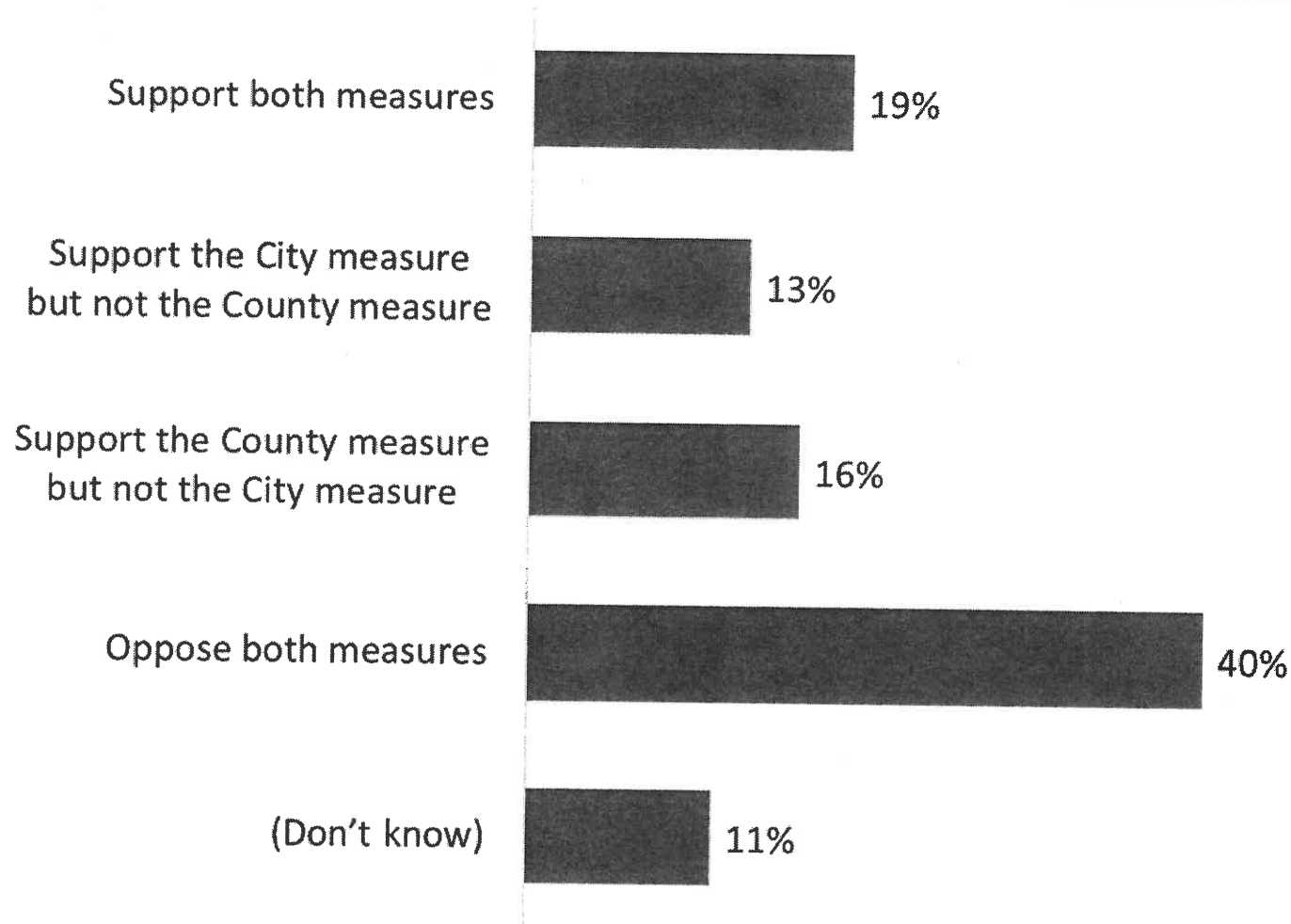


Q6/28/39/46. If the election were held today, would you vote Yes to approve or No to reject this measure?



# Impact of Additional Measures

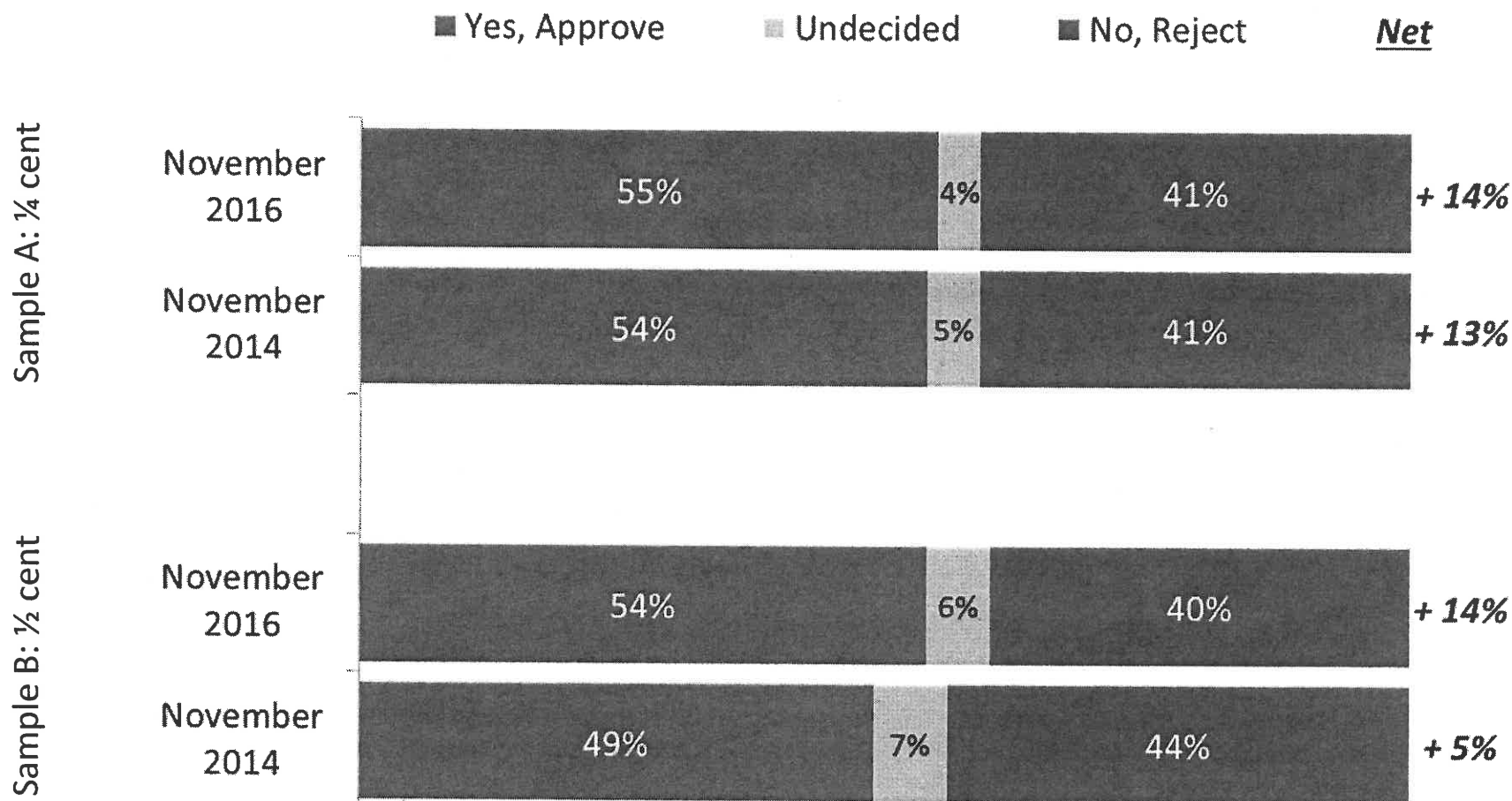
*Forty-percent of voters indicate that they would oppose both a local and county measure if they appeared on the same ballot.*



*Q47. In addition to a possible countywide sales tax measure, certain cities within Contra Costa County may also have a sales tax on the ballot in November. If the county and your city both had sales tax increase measures on the November ballot, would you likely...*

# 2016 & 2014 Election Models

*A 2016 election model shows a similar result for ¼-cent; slightly better for ½-cent.*



	Low propensity	Medium propensity	High propensity
Nov. 2016	46%	29%	25%
Nov. 2014	30%	37%	33%





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# Conclusions

# Conclusion

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- ▶ Approval of a countywide sales tax measure on the November 2014 ballot would be very challenging.



# Contact Information

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Tom Patras

[tom@emcresearch.com](mailto:tom@emcresearch.com)

510-844-0680, x602





# Contra Costa Transportation Authority



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CONTRA COSTA  
transportation  
authority

## Contra Costa County Voter Research September 2015

Presented to CCTA Board September 16, 2015



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## Purpose and Methodology

## Survey Objectives

1. Understand relative regional priorities
2. Measure receptivity to possible revenue measure models
  - ½ cent CCTA specific tax
  - ½ cent County specific tax (¼ cent for transportation and ¼ cent for public safety)
  - ¼ cent CCTA specific tax
  - ¼ cent County specific tax (for public safety)
3. Understand impact of potential CCTA/County measure and potential BART bond sharing a ballot
4. Understand potential impact of information on support for a revenue measure
5. Track key measures of tax sensitivity
6. Understand trust in CCTA and County



CCTA | EMC #15-5656 | 3

## Methodology

- ▶ Telephone survey of likely voters in Contra Costa County
- ▶ Conducted August 26-September 3, 2015
- ▶ 800 total interviews, Margin of Error ± 3.5percentage points
- ▶ Respondents were split into four sample groups, with each receiving one of four potential sales tax measures
- ▶ Weighted to reflect overall countywide likely November 2016 voter population using key demographics
- ▶ Interviewing started trained, professional interviewers
- ▶ Where applicable, results compared with:
  - EMC #14-5035: January 21st – February 5th, 2014 (n=814; MoE: + 3.4 % points)
  - EMC #14-5170: March 3-10, 2014 (n=606; MoE: + 4.0 % points)

*Please note that due to rounding, percentages may not add up to exactly 100%*



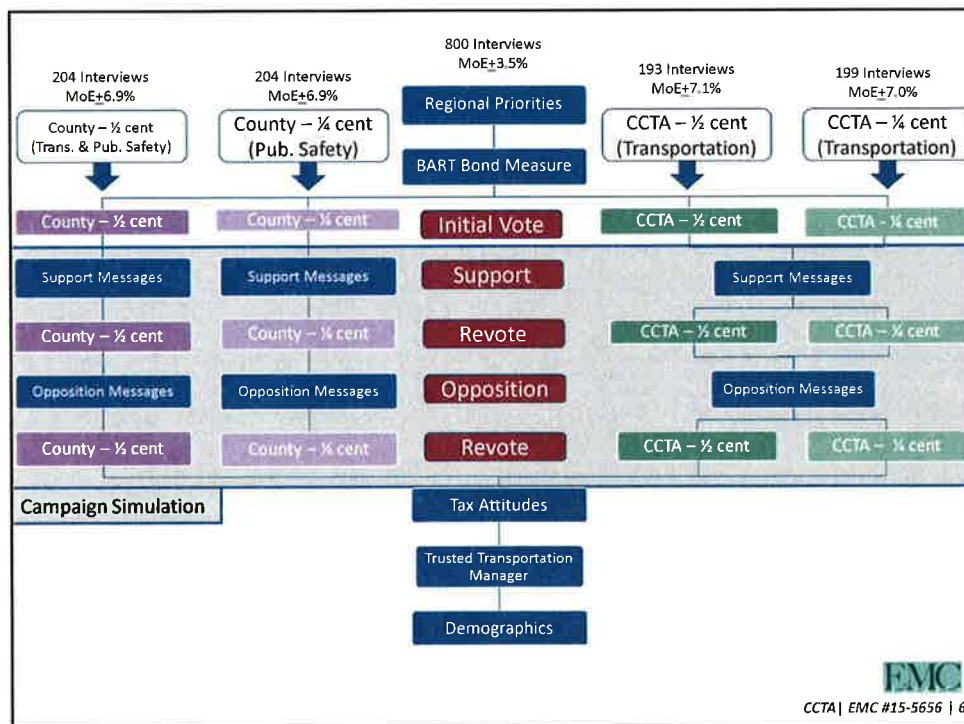
CCTA | EMC #15-5656 | 4

## Split Sample Methodology

- ▶ Respondents were randomly assigned to one of four samples. Each sample tested a different potential Contra Costa County sales tax measure along with support and opposition messaging tailored to the assigned measure.

Sample A	Sample B	Sample C	Sample D
County Specific – ½ cent Transportation/ Public Safety Tax	County Specific – ¼ cent Public Safety Tax	CCTA Specific – ½ cent Tax	CCTA Specific – ¼ cent Tax
n=204	n=204	n=193	n=199
MoE: ± 6.9%	MoE: ± 6.9%	MoE: ± 7.1%	MoE: ± 7.0%

EMC  
CCTA | EMC #15-5656 | 5



EMC  
CCTA | EMC #15-5656 | 6

## November 2004 Contra Costa County Ballot List

All state and local measures on the ballot in Contra Costa County in November 2004. **Bold text denotes a revenue measure.**

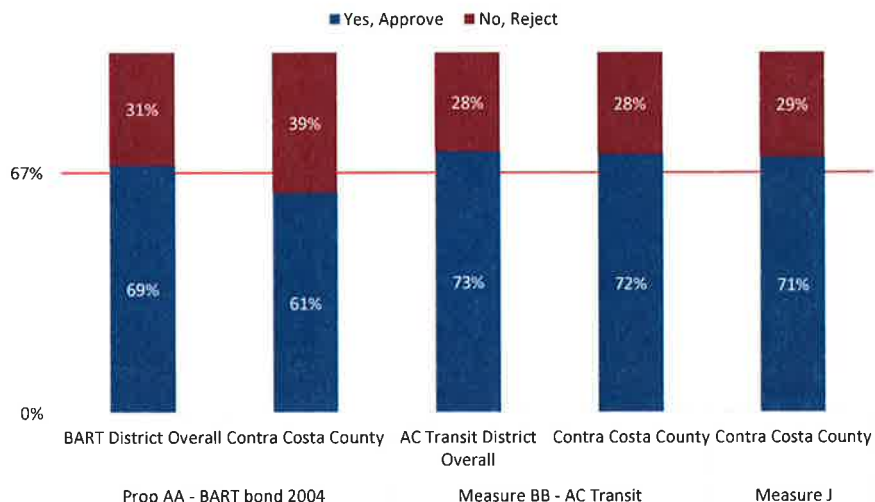
State Measures	Countywide Measures	Local Measures
1A – Keeping local sales tax revenues local	<b>J – CCTA sales tax (71.1%)</b>	<b>BB – AC Transit Special Service District 1 parcel tax (partial county) (71.8% In CoCoCo)</b>
59 – Sunshine amendment	<b>AA – BART bond (61.0%)</b>	<b>CC – EBRPD Zone 1 parcel tax (partial county)</b>
60 – Political party election rights act		D, E, G, H - School revenue measures in Livermore, Pittsburg, Byron, Oakley
60A – Sell surplus gov't property to reduce debt		K, L, P, S - UUT measures in El Cerrito, Hercules, Pinole, San Pablo
<b>61 - Bonds for children's hospital projects (65.3% in CoCoCo)</b>		M – General plan amendment in Hercules
62 – Modified primary elections		<b>N, O – City bond measures in Lafayette, Martinez</b>
<b>63 – Income tax increase for mental health services (56.2% in CoCoCo)</b>		Q – Transaction Use Tax In Richmond
65 – Require voter approval to reduce local gov't revenues		R – Charter amendment in Richmond
66 – Changes to 3 strikes		T, U – TOT in San Pablo, San Ramon
<b>67 – Telephone call tax for emergency medical services (31.0% in CoCoCo)</b>		V, X – Administrative measures in San Ramon, Walnut Creek
68 – Tribal gaming compact amendments		
69 – Require DNA samples from felons		
70 – Tribal gaming compact amendments		
<b>71 – Bonds for stem cell research (66.4% in CoCoCo)</b>		
72 – Healthcare coverage requirements		



CCTA | EMC #15-5656 | 7

## November 2004 Contra Costa County Transportation Ballot Items

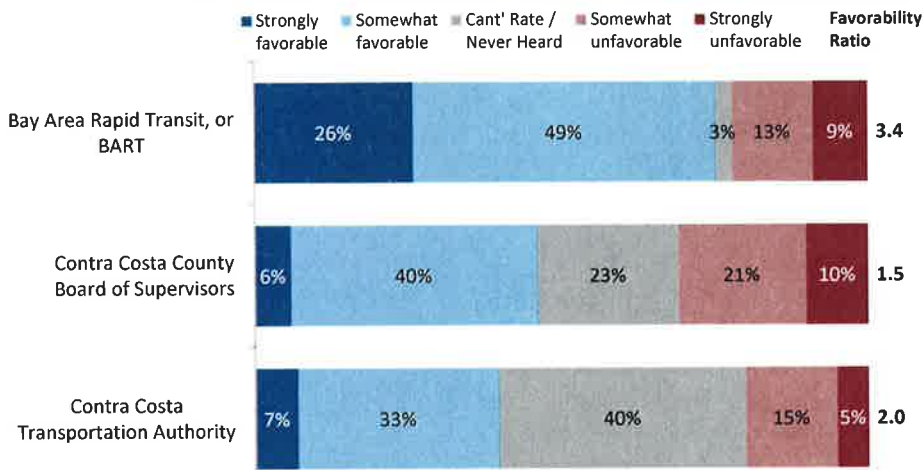
All three transportation measures on the ballot in November 2004 passed.



CCTA | EMC #15-5656 | 8

## Favorable Ratings

The Board of Supervisors has a slightly higher favorable rating than the CCTA, however, nearly one-third of voters give the Board an unfavorable rating.



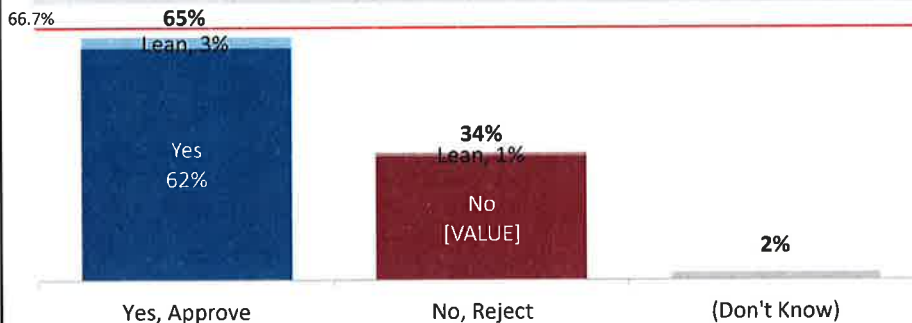
Q24-26. Now, I'm going to read you a list of organizations. For each one, please tell me if you have a strongly favorable, somewhat favorable, somewhat unfavorable or strongly unfavorable opinion of each one. If you have never heard of one, please just say so.

EMC  
CCTA | EMC #15-5656 | 9

## BART Measure Vote

A BART bond measure reaches nearly two-thirds support in Contra Costa County.

In order to replace and modernize BART's deteriorating 44-year old infrastructure to keep BART safe; prevent breakdowns and delays; improve earthquake safety; increase the number of people BART can carry; relieve traffic congestion; improve access for people with disabilities; reduce overcrowding; reduce pollution; and keep trains and stations clean; shall the Bay Area Rapid Transit District issue \$3 billion of bonds subject to citizen oversight and independent, annual audits?



Q27. If this measure were on the ballot today, would you be likely to vote yes to approve it, or no to reject it?

EMC  
CCTA | EMC #15-5656 | 10

## Ballot Language

### SAMPLE A: ½ Cent County Sales Tax – Transportation and Public Safety

Shall voters authorize implementing the Contra Costa County Transportation and Public Safety Expenditure Plan to: Expand Bart in Contra Costa County; Fix roads and improve highways; Reduce traffic congestion; Add firefighters and police; Reopen fire stations; and Improve emergency response time? Approval increases the existing County sales tax by a half of a cent, for 25-years, with independent oversight and audits. All money spent will benefit Contra Costa County residents.

### SAMPLE B: ¼ Cent County Sales Tax – Public Safety

To fight crime, respond quickly to medical emergencies and fires, and make Contra Costa County safer by: adding firefighters and police; increasing neighborhood police patrols; updating firefighter safety equipment and stations; and re-opening fire stations; shall Contra Costa County enact a quarter of a cent sales tax for 25-years, that cannot be taken by the state, with annual public audits and citizens oversight to ensure fiscal accountability?

### SAMPLE C/D: ½ and ¼ Cent CCTA Sales Tax

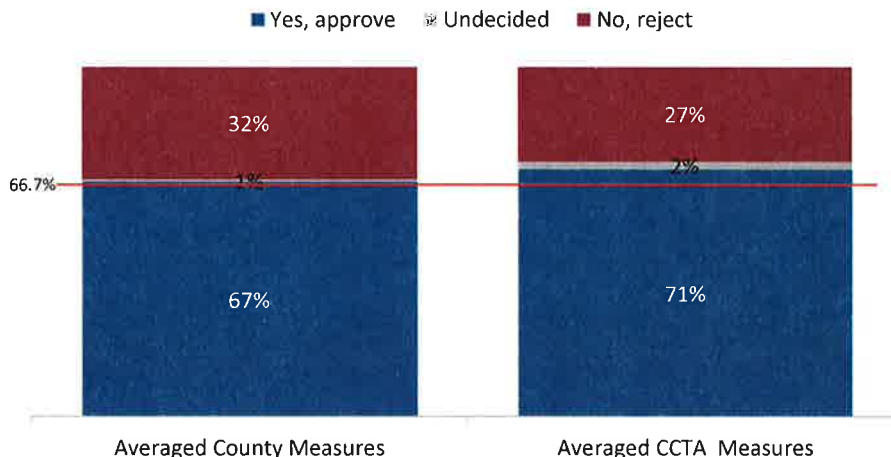
Shall voters authorize implementing the Contra Costa County 25- year Transportation Expenditure Plan to: Expand Bart in Contra Costa County; Improve transit connections to jobs and schools; Fix roads, improve highways and increase bicycle and pedestrian safety; Reduce traffic congestion and improve air quality; Enhance transit services for seniors and people with disabilities? Approval increases by a half/quarter cent and extends the existing County sales tax, with independent oversight and audits. All money spent will benefit Contra Costa County residents.



CCTA | EMC #15-5656 | 11

## Initial Vote – All Samples

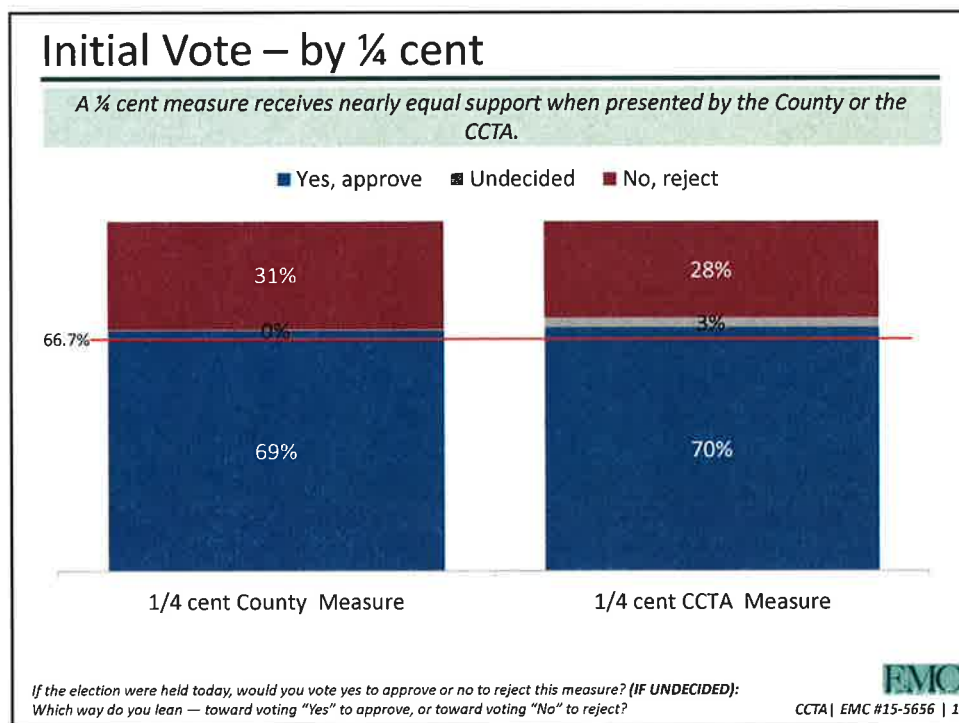
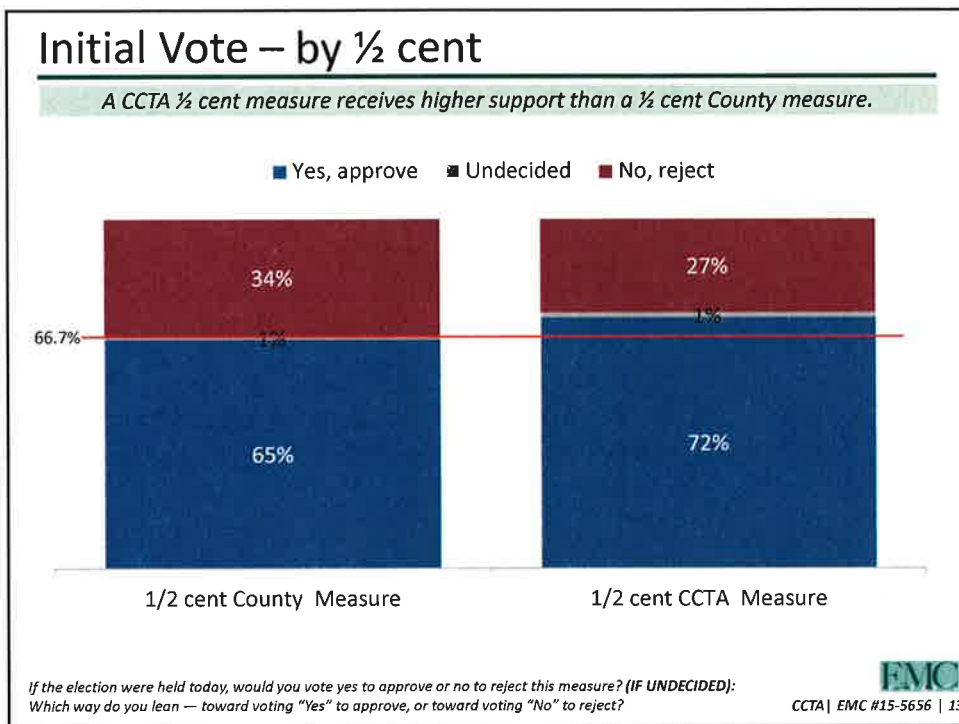
CCTA measures receive moderately higher support than County measures.



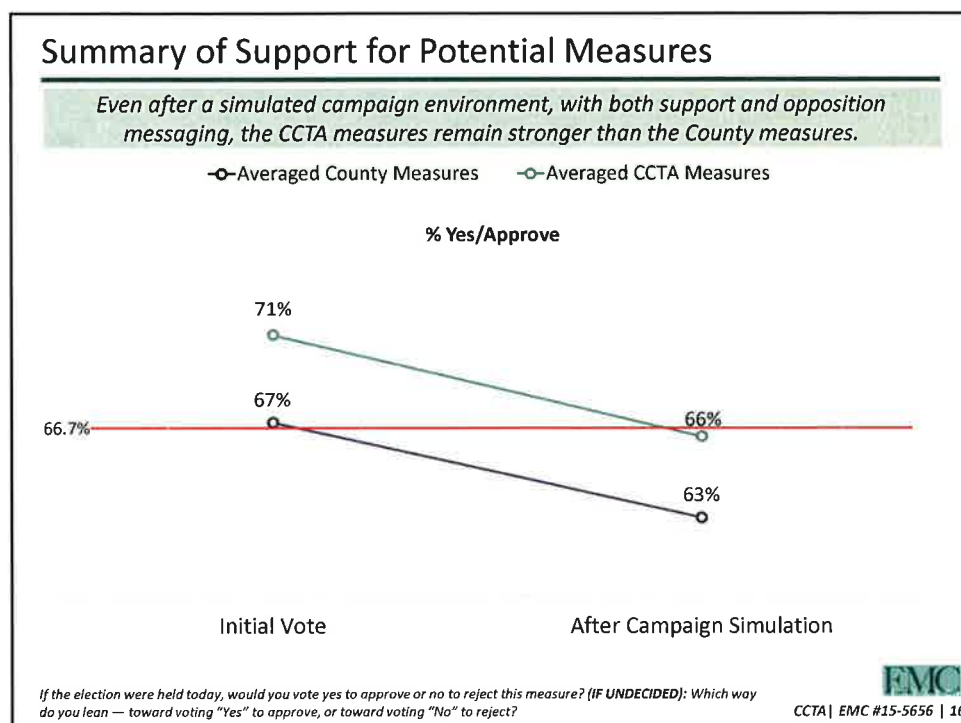
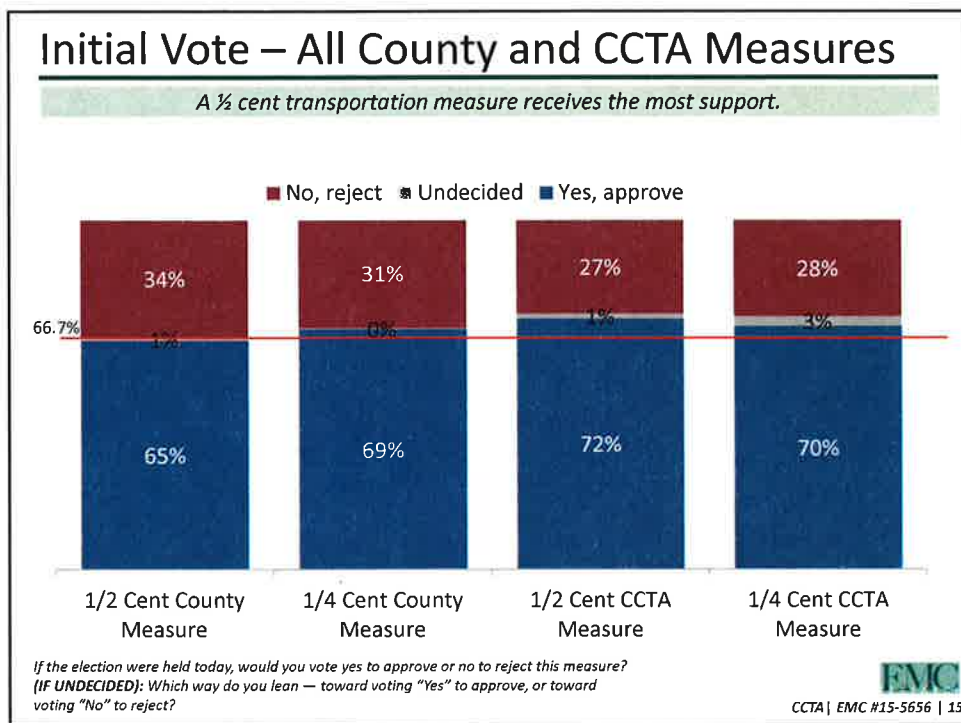
If the election were held today, would you vote yes to approve or no to reject this measure? (IF UNDECIDED): Which way do you lean — toward voting “Yes” to approve, or toward voting “No” to reject?

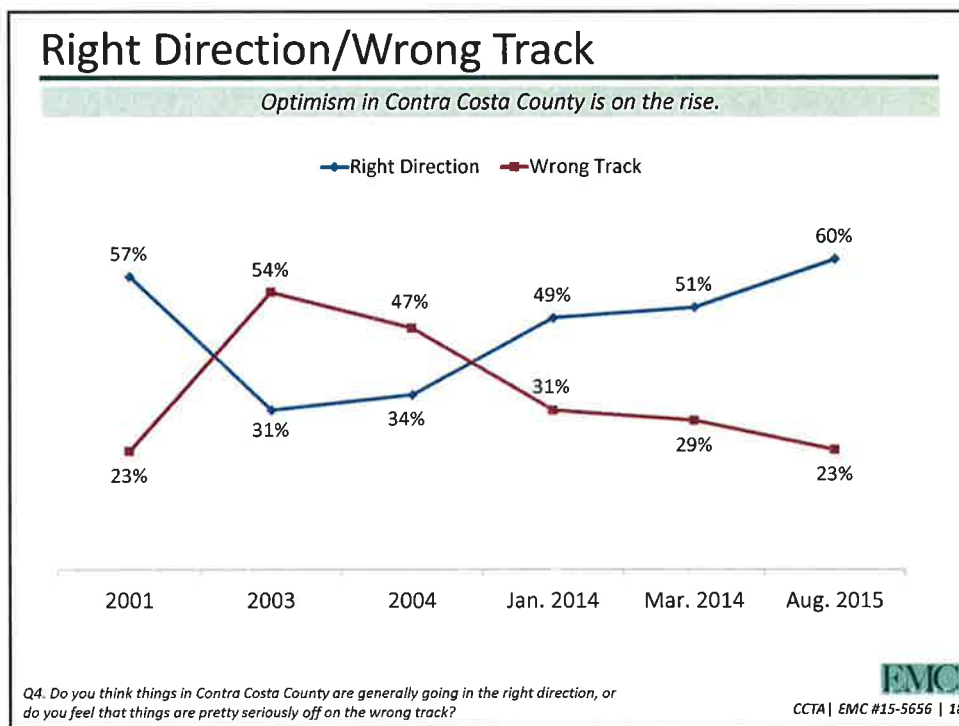
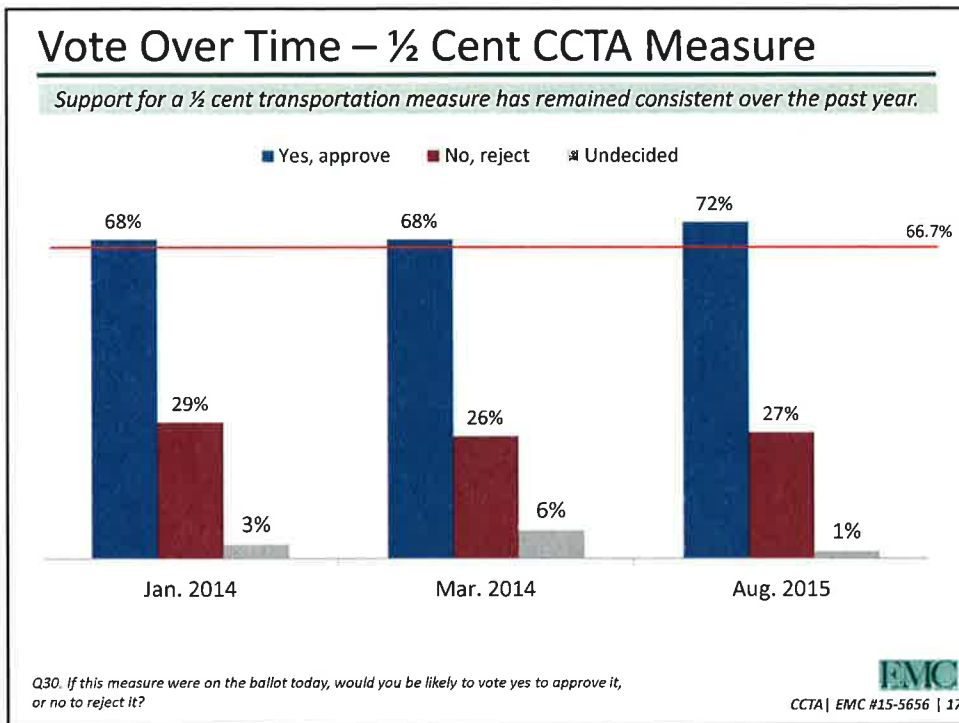


CCTA | EMC #15-5656 | 12



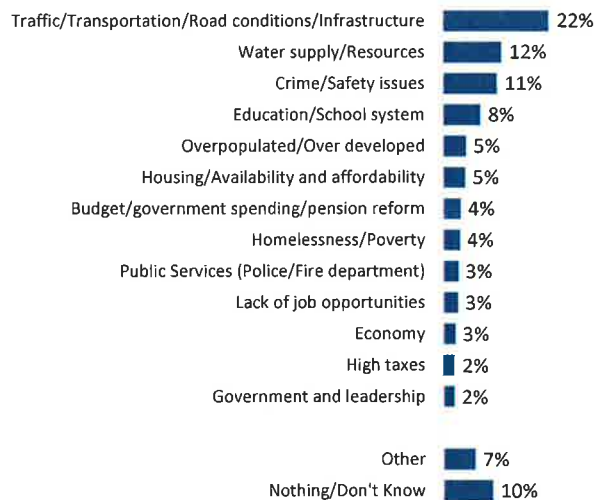






## Most Important Problem Facing Contra Costa County

*Transportation and traffic are a top concern among Contra Costa voters.*



Q5. What do you feel is the most important problem facing Contra Costa County today?

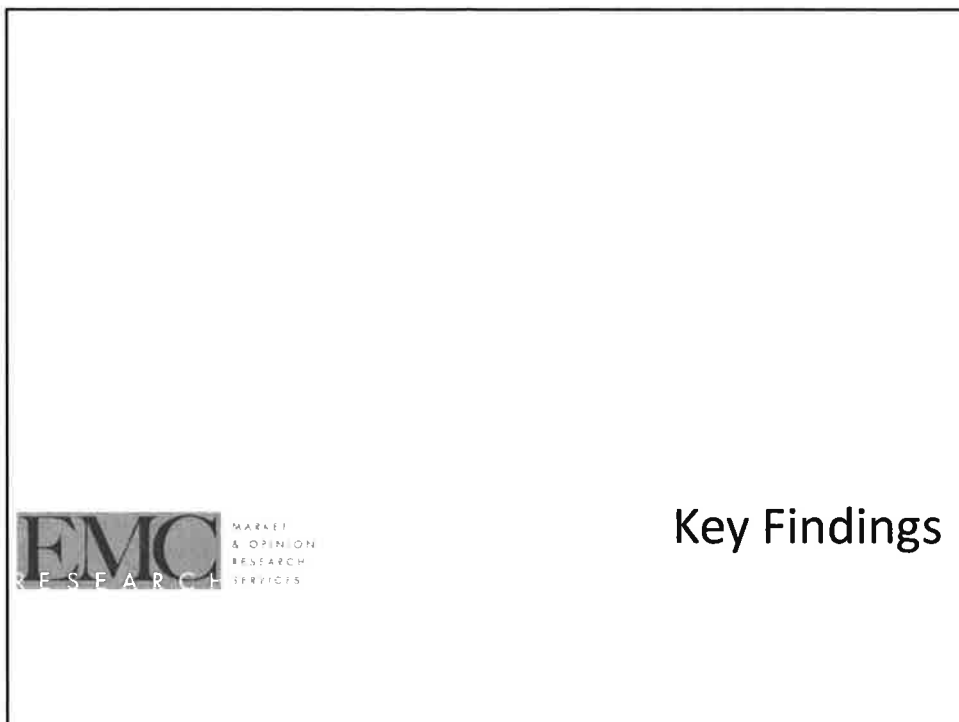
CCTA | EMC #15-5656 | 19

## Conclusions

- ▶ A measure exclusively for transportation improvements presented by the CCTA receives moderately higher support among voters, compared to a measure presented by the County.
- ▶ With nearly one-third of voters rating the Board of Supervisors unfavorably, reaching two-thirds support for a county-presented sales tax measure will be challenging.

*Note: Presented summary of results with the above conclusions to the Contra Costa County Board of Supervisors on September 15, 2015.*

CCTA | EMC #15-5656 | 20



## Key Findings

- ▶ Transportation related issues are a top concern among Contra Costa voters.
- ▶ Initial support for a ½ cent transportation sales tax exceeds two thirds; a campaign simulation drops support to slightly less than two-thirds.
- ▶ A transportation sales tax measure receives moderately higher support than a County measure.
- ▶ There is greater trust of CCTA to handle transportation projects, compared to the County.



## Contacts

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CCTA | EMC #15-5656 | 23

**3.1 NEW ITEM: Summary of Public Opinion Polling.** Between the dates of August 26 and September 3, 2015, EMC Research (sub-consultant to Gray-Bowen-Scott) conducted a survey of 800 Contra Costa County likely November 2016 voters. Respondents were split into four sample groups with each receiving one of four sample potential sales tax measures. The sample sales tax measures tested were a 1/2 cent Contra Costa County specific tax; a 1/4 cent Contra Costa County specific tax; a 1/2 cent Authority sponsored transportation tax and a 1/4 cent Authority sponsored transportation tax. The survey also studied the effect of a potential BART bond measure sharing the November 2016 ballot. The survey has a margin of error of +/- 3.5%. Results will be presented at the Authority Board meeting. Staff Contact: Ross Chittenden

*ACTION: None taken – information only*

*DISCUSSION:* Ross Chittenden, Deputy Executive Director for Projects, said that the Authority had previously discussed the potential for competing and/or complimentary ballot initiatives that could be developed by Fall 2016, including possible measures by BART and Contra Costa County, and that EMC Research was asked to conduct some polling to test likely voters in their opinions of different possible scenarios. He noted that a summary of the results was discussed at a meeting of the County Board of Supervisors on the previous day.

Mr. Chittenden introduced Alex Evans of EMC Research, who gave a PowerPoint presentation on the Contra Costa County voter research that was done by his firm. The presentation included an overview of survey objectives, methodology, results and conclusion.

Mr. Evans stated that survey objectives were to understand regional priorities of Contra Costa's voters, and test each of four different ballot measure scenarios with the understanding that only one of them would move forward. Additionally, the survey was developed to help understand the impact of a potential CCTA/County measure and potential BART bond sharing a ballot, understand potential impact of information on support for a revenue measure, track key measures of tax sensitivity, and understand trust in CCTA and the County.

The telephone survey, conducted between August 26<sup>th</sup> and September 3<sup>rd</sup>, included a total of 800 likely Contra Costa County voters. Respondents were split into four sample groups, with each group being polled on only one of four potential sales tax measures that included support and opposition messaging tailored to the assigned measure.

Mr. Evans reviewed graphics depicting other State and local measures that were on the ballot in November 2004 (when Measure J was approved), the percentages by which each of the transportation measures on the ballot passed, and comparing favorable ratings of BART, the County Board of Supervisors, and the Contra Costa Transportation Authority (CCTA) which indicate that CCTA is in a better position than the County for a successful sales tax measure. Mr. Evans said that EMC Research tested a possible BART \$3 billion bond measure using the same language used by BART in its own polling, and that the polling indicated that 65 percent of voters in Contra Costa would be willing to support it. Mr. Evans noted that despite the fact that a possible BART bond measure requires a two-thirds supermajority, BART would view the 65% support as positive. Voters in Alameda County tend to support BART bond measures, and support in San Francisco tends to exceed the two-thirds threshold in an amount that will compensate for support in Contra Costa County that may be below the two-thirds threshold.

Mr. Evans outlined each of the four different possible sales tax measures (two CCTA measures and two County measures) which were tested to determine strengths and/or weaknesses of a County or CCTA ballot measure, and discussed the polling results. Approval of the two CCTA measures averaged slightly higher than the average of the two County measures. Mr. Evans reported that the CCTA ½ cent measure received higher support (72 percent) than the County ½ cent measure (65 percent), and the ¼ percent measure received nearly equal support when presented by CCTA or the County. Of the four measures tested, the ½ cent CCTA measure received the most support (72

percent), and the ½ cent County measure received the least (65 percent). Mr. Evans stated that after voters were provided with support and opposition messaging as part of a simulated campaign environment, average approval of both the CCTA and County measures decreased although the CCTA measures remained stronger than the County measures.

Mr. Evans reviewed a final set of graphics which included a comparison of 2014 and 2015 polling results, “right direction” versus “wrong track” sentiment, and voter opinion of the most important problem facing Contra Costa County. They illustrated that support for a ½ cent measure remains fairly consistent, optimism in Contra Costa County is on the rise, and voters view traffic, transportation, road conditions and infrastructure as a top concern.

In summary, Mr. Evans stated that CCTA was in a modestly better position to go forward with a transportation sales tax ballot measure. He cautioned that while Contra Costa County voters view transportation as their top concern and initial support for a ½ cent transportation sales measure brought forward by CCTA exceeds the 2/3 approval requirement, campaign simulation drops the approval rating to 66 percent and therefore the campaign would not be easy.

The presentation was distributed as a meeting handout.

*Commissioner Arnerich* noted that prior polls seemed to include commuters and people more likely to use public transportation. He asked what percentage of people contacted for the 2015 polling were willing to participate in the survey. Mr. Evans responded that he did not have the percentage on hand, however his firm did not experience any unusual difficulty (relative to other surveys conducted by EMC Research) in identifying 800 voters willing to cooperate. Mr. Evans stated that he was quite confident that the random sample was representative of November 2016 voters.





Contra  
Costa  
County

To: Board of Supervisors

From: TRANSPORTATION, WATER & INFRASTRUCTURE COMMITTEE

Date: October 20, 2015

Subject: Comment Letter on the Transportation Expenditure Plan for a Potential Sales Tax Ballot Measure Under Development by the CCTA

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**RECOMMENDATION(S):**

AUTHORIZE the Chair of the Board of Supervisors to sign a letter to the Contra Costa Transportation Authority providing comments on their development of a Transportation Expenditure Plan for a potential sales tax measure in November 2016.

**FISCAL IMPACT:**

None. The recommendation addresses an outside agency's actions.

**BACKGROUND:**

The Contra Costa Transportation Authority (Authority), on behalf of its member agencies, is currently developing a Transportation Expenditure Plan (TEP) for inclusion in a possible 2016 ballot measure for a new transportation sales tax (see CCTA report on voter research, attached hereto). The proposed sales tax would be for 25 years (expiring in 2042), for ½ cent, running concurrently with Measure J (which expires in 2034) and is forecasted to generate \$2.3 billion.

**As established in the October 21, 2014 letter to CCTA regarding the TEP and Countywide Transportation Plan (and reaffirmed in the attached draft letter), the Board of Supervisors (Board) has not yet endorsed the proposed transportation sales tax. That broader issue will be addressed at a future meeting of the Board.**

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: John Cunningham  
(925)674-7833

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

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

### HISTORY

Reports on this issue have been brought to previous Board meetings. Those reports included a substantial amount of background information and are available at the following links:

September 15, 2015

[http://64.166.146.245/docs/2015/BOS/20150915\\_640/650\\_09-15-15\\_826\\_AGENDApacket.pdf#page128](http://64.166.146.245/docs/2015/BOS/20150915_640/650_09-15-15_826_AGENDApacket.pdf#page128)

June 16, 2015

[http://64.166.146.155/docs/2015/BOS/20150616\\_591/601\\_6-16-15%20BOS%20Packet.pdf#page=1222](http://64.166.146.155/docs/2015/BOS/20150616_591/601_6-16-15%20BOS%20Packet.pdf#page=1222)

October 21, 2014

[http://64.166.146.155/docs/2014/BOS/20141021\\_482/493\\_10-21-14\\_1410\\_AGENDApacket.pdf#page=453](http://64.166.146.155/docs/2014/BOS/20141021_482/493_10-21-14_1410_AGENDApacket.pdf#page=453)

September 23, 2014

[http://64.166.146.155/docs/2014/BOS/20140923\\_476/487\\_09-23-14\\_1017\\_AGENDApacket.pdf#page=28](http://64.166.146.155/docs/2014/BOS/20140923_476/487_09-23-14_1017_AGENDApacket.pdf#page=28)

### UPDATE

At the September 15, 2015 Board meeting (document link above), all staff recommendations were approved. Where appropriate, those recommendations are reflected in the attached draft letter. Staff is seeking input from the Board on the draft letter. Also attached for the Board's review is a letter to the Contra Costa County transit districts reaching out on the recommendations to the Authority related to accessible services.

A summary of the Board recommendations to the Authority are presented below, along with the approach taken in the letter. Topics that were not explicitly included in the 9/15 staff report but reasonably assumed to be consistent with Board direction or brought up during discussion are in bold print below.

#### PROCESS: RELEVANT STATUTES, SCHEDULE, COSTS, ETC:

Per Board direction, a meeting between Authority staff and County staff has been called for October 13, 2015. County staff will provide a verbal report at the October 20<sup>th</sup> Board meeting.

#### MAINTENANCE FUNDING AND THE "LOCAL STREETS MAINTENANCE AND IMPROVEMENTS PROGRAM

The recommendation to the Authority is to fund maintenance at a level consistent with the Regional Transportation Planning Committees with consideration for complete streets concepts. Justification for the increase is included in the letter per the information in the 9/15 staff report and discussion at the September 15<sup>th</sup> Board meeting. That information resulted in the assertion that anticipated or optimistic revenues (Measure J, proposed Measure J augmentation, additional state revenues) will not be sufficient to cover the pavement and non-pavement maintenance needs in the unincorporated areas.

**Per the discussion at the September 15<sup>th</sup> Board meeting in which Authority staff participated, the letter indicates that the County is willing to work with the Authority and other member agencies to develop an approach for additional monitoring and reporting on the use of maintenance funds.**

#### ACCESSIBLE SERVICES/MOBILITY MANAGEMENT/PARATRANSIT

The letter requests:

- Additional funding for accessible transit service operations and the funding of a mobility management center,
- Eligibility for transit funding be contingent upon participation in the countywide mobility management program,
- Participation in a tour of the Santa Clara County mobility management center from policy makers,
- All agencies involved commit to insulating existing accessible service passengers from service degradations or interruptions with the implementation of the proposed programs.

Justification for the recommendations includes needed cost controls **and the unfulfilled recommendations of the 2004 Contra Costa Paratransit Improvement Study. The 2004 study was not discussed in the 9/15 staff report, however, the 2004 recommendations are generally consistent with the findings in the 2013 Contra Costa Mobility Management Plan and were referenced to highlight the longstanding nature of the issue.**

#### IMPROVED LAND USE COORDINATION

Per the 9/15 recommendations, the request is to work with the Authority and other stakeholders in exploring options in a TEP funding program to implement this new concept. **Not discussed in the 9/15 report (but raised in the County's October 2014 letter) is the recommendation to revisit the Authority's Growth Management Program and Technical Procedures relative to the passage of SB743, and the challenge implementing two standards (level of service and vehicle miles traveled).**

#### BICYCLE TRANSPORTATION ISSUES

Consistent with the 9/15 staff report, recommendations for a strategic approach to bicycle program investment is recommended.

#### MAJOR PROJECTS

Consistent with the 9/15 staff report, project priority recommendations are either re-stated (from the October 21, 2013 Board letter to the Authority), modified (SR239/TriLink, Kirker Pass Truck Climbing Lane), or introduced (Capitol Corridor Voucher Program).

#### CONSEQUENCE OF NEGATIVE ACTION:

If a comment letter is not transmitted, the Board will forego an opportunity to provide input on the development of the Transportation Expenditure Plan.

#### ATTACHMENTS

BOS to CCTA re TEP

BOS to Transit Districts RE: TEP

CCTA 2015 Sales Tax Voter Research

## The Board of Supervisors

County Administration Building  
651 Pine Street, Room 106  
Martinez, California 94553

**John Gioia**, 1<sup>st</sup> District  
**Candace Andersen**, 2<sup>nd</sup> District  
**Mary N. Piepho**, 3<sup>rd</sup> District  
**Karen Mitchoff**, 4<sup>th</sup> District  
**Federal D. Glover**, 5<sup>th</sup> District

## Contra Costa County



**David Twa**  
Clerk of the Board  
and  
County Administrator  
(925) 335-1900

October 20, 2015

Julie Pierce, Chair  
Contra Costa Transportation Authority  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597

### **DRAFT**

### **Subject: Transportation Expenditure Plan & Potential Sales Tax Measure**

Dear Chair Pierce:

On October 20, 2015, the Board of Supervisors (Board) approved the following comments be transmitted to the Contra Costa Transportation Authority. This letter details our position on policies and funding levels for the Transportation Expenditure Plan (TEP), currently under development by the Contra Costa Transportation Authority (Authority). At its September 15, 2015 meeting the Board received a report on TEP issues and formally recommended the positions detailed below.

This comment letter does not constitute an endorsement by the Board of the concept of a 2016 transportation sales tax. The Board will consider that broader issue at a future meeting in the context of the Board's assessment of the need for new funding for transportation and other services.

**Local Streets and Roads:** As you are aware, the demand for increased maintenance funding is a national, statewide, and local problem. In reviewing data regarding the County's maintenance needs, it is clear that a substantial increase in Local Streets Maintenance and Improvements funding is necessary.

An analysis performed by the Metropolitan Transportation Commission (MTC) has shown that in unincorporated Contra Costa County over a 24 year period, we have a revenue shortfall of \$442 million to address pavement and directly related non-pavement needs. Expanding on that analysis, assuming 30% revenues from a new TEP,

there would continue to be a \$350 million shortfall over the same period. These figures don't include the maintenance demand for the 111 bridges in unincorporated County.

In addition to our current maintenance shortfall, we also have a need for more funding to implement and maintain complete street projects in our unincorporated communities to serve all of the users of our roads and enhance neighborhoods

Considering the above, the Board supports the funding levels for local streets and roads (maintenance and improvements) in a new TEP that the Regional Transportation Planning Committees (RTPCs) have taken. Specifically, SWAT at 25%-30%, TRANSPAC at 30%, TRANSPLAN at 30% and WCCTAC at 28%.

Recommendations from SWAT, TRANSPAC and WCCTAC include funding for complete streets and multi-modal projects within the local streets and roads category. TRANSPLAN recommends 30% for local streets maintenance and improvements and also recommends additional funding amounts for projects for bike and pedestrian improvements, safe transportation for schools as well as Transportation for Livable Communities. The Board supports the direction to include complete streets concepts recognizing the importance of improving and maintaining our local streets and roads for all modes of transportation.

During our discussion on maintenance needs, the topic of progress at the state regarding transportation finance reform was considered. While the Board has hope that the State will reform transportation financing practices, our data show that even if the maximum funding increases considered during the recent special session of the State legislature were enacted, we would continue to have a substantial maintenance backlog.

We understand there is an interest in establishing a reporting mechanism to provide additional accountability and tracking of maintenance funding. The Board is supportive of this and is willing to work with the Authority and other member agencies to develop a mechanism to ensure that maintenance expenditure practices are transparent.

**Accessible Services/Mobility Management/Paratransit:** As we indicated in our October 21, 2014 comment letter on the Countywide Transportation Plan, the issue of improvements to transit for the elderly and people with disabilities (accessible services) is a priority for the Board. This issue is longstanding; the Board made similar comments in 2002 during the effort to reauthorize Measure C. The Board is making these comments due to the forecasted growth of the target population<sup>1</sup> and increasing costs<sup>2</sup>.

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<sup>1</sup> 65+ Bay Area population is forecasted to grow 137% by 2040. Data sources: 2010 Census, California Department of Finance, ABAG

<sup>2</sup>60% **increase** in paratransit cost per trip from 2004 to 2013 (average of all Contra Costa County transit agencies)  
Data source: 2004-2013 National Transit Database

The Board believes this issue requires substantial, deliberate attention given that accessible transit responsibilities are diffused in Contra Costa County, making progress challenging. Accessible transit in the County consists of four different public Americans with Disabilities Act (ADA) paratransit providers, program specific transit providers, city-based providers and the County itself has certain transportation obligations related to health care and the Older Americans Act. This structure grew organically over time and as such, no single organization falls naturally into a leadership role. With the recommendations below, we want to provide a countywide direction and improve services to our shared constituency while providing much needed cost controls.

In our October 2014 comment letter we indicated that accessible service would need, in addition to additional funding, fundamental administrative changes if we are to respond adequately in a cost-effective manner to the projected demand for service. The recommendations below build on those earlier comments and are consistent with the 2013 *Contra Costa Mobility Management Plan (CCMMP)*, as well as the unfulfilled recommendations in the 2004 *Contra Costa Paratransit Improvement Study*. The recommendations in this letter and found in the CCMMP are also consistent with MTC's *Coordinated Public Transit –Human Services Transportation Plan Update for the Bay Area*. The MTC Plan has the recommendation of “strengthening mobility management” which includes the designation of a Consolidated Transportation Services Agency<sup>3</sup> (CTSA). The designation of a CTSA is also a recommendation in the 2013 CCMMP.

The Board supports the following relative to accessible services in a new TEP:

1) The TEP should, in addition to providing additional operations funding, fund a countywide mobility management<sup>4</sup> program as recommended in the CCMMP<sup>5</sup>. The CCMMP includes preliminary cost figures for implementation which may need to be refined as we move ahead. As implementation progresses, the Board strongly

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<sup>3</sup> **CTSA:** Adapted from several public sources: Created under AB 210 (1979 – “Social Services Transportation Improvement Act”). The purpose of the Act was to improve the quality of transportation services to low mobility groups while achieving cost savings, lowered insurance premiums and more efficient use of vehicles and funding resources. The legislation took the middle course between absolutely mandating and simply facilitating the coordination of transportation services. Designation of CTSA's and implementation of other aspects of the Act were seen as a flexible mechanism to deal with the problem of inefficient or duplicative transportation services.

<sup>4</sup> **Mobility Management Defined:** Mobility management (MM) is a strategic approach to the coordination of transportation service, revenue streams, technology implementation, and customer service. MM directs passengers to the most appropriate and cost-effective transportation option using information, incentives, and other voluntary measures. Best implemented on a larger scale, a mobility-managed service area provides a full range of well synchronized mobility services in a cost effective manner.

<sup>5</sup> A small non-profit, “Mobility Matters” (formerly, “Senior Helpline Services”) has begun providing some mobility management in Contra Costa County. However, that organization has limited funding through grants expiring in 2016. TRANSPAC provides Mobility Matters some Measure J funds (20a – Sr/Disabled Transportation) for a volunteer driver program. No Measure J funds are used for mobility management functions.

recommends consideration of a transition to the mobility management/brokerage<sup>6</sup> model used in Santa Clara County.

2) Currently, Measure J has eligibility requirements placed on local jurisdictions in order to receive *Local Streets & Maintenance* funding. As mentioned in the *Local Streets and Roads* section above, additional requirements are being considered for supplementary maintenance funding. Similar to those requirements, the Board is proposing that eligibility for transit funding under a new TEP be contingent upon participation in the implementation of the mobility management program and other identified improvements to accessible services.

3) Implementing the service model proposed in #1 above is a substantial investment. We believe that the County and Authority Board members would benefit from a tour of the Santa Clara County accessible services operation, OUTREACH. The OUTREACH operation is non-profit based and is a national model for cost-effective procurement, contracting and operations<sup>7</sup>. During a time where our own transit operations show a trend of **increasing costs**, the OUTREACH model has shown **reduced costs**<sup>8</sup>. The Board is requesting attendance from Authority members on this tour tentatively scheduled for mid-November.

4) One barrier to progress on this issue is the understandable resistance to any changes in service to a sensitive population. As we move ahead with this effort, an explicit commitment should be made by all agencies involved to insulate current accessible transit customers from service degradations or interruptions.

The Authority should be aware that the Board is fully committed to pursuing improvements to accessible transit. The Santa Clara County mobility management/brokerage model includes County support by way of competitive pricing on vehicle maintenance, vehicle parking and bulk fuel purchases. The Board is currently exploring the possibility of duplicating that service in Contra Costa.

**Improved Land Use Coordination:** In our October 2014 letter and at our September 15<sup>th</sup> discussion, the Board discussed the need for economic development and balancing jobs

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<sup>6</sup> A mobility management operation can, over time, transition to a “brokerage” model. A brokerage model splits functions related to ADA paratransit/accessible service with a transit agency. Those functions span a continuum starting with administrative responsibilities (contracting with service providers, monitoring performance, customer service) all the way up to a full service brokerage (central call center/dispatch, management of a coordinated system, etc). Adapted from FTA Report #0081, “Accessible Services for All”:  
[http://www.fta.dot.gov/documents/FTA\\_Report\\_No.\\_0081.pdf#page=39](http://www.fta.dot.gov/documents/FTA_Report_No._0081.pdf#page=39)

<sup>7</sup> Federal Transit Administration, “*Accessible Transit Services for All*” December 2014  
[www.fta.dot.gov/documents/FTA\\_Report\\_No.\\_0081.pdf#page=246](http://www.fta.dot.gov/documents/FTA_Report_No._0081.pdf#page=246)

<sup>8</sup> 19% **decrease** in cost per trip from 2004 to 2013 Data source: 2004-2013 National Transit Database

and housing to make more efficient use of our transportation infrastructure. The following statistics underscore the structural problems that challenge our transportation network as well the potential benefits of addressing these problems:

- 1) The five cities in the Bay Area with the longest commute times are all in Contra Costa County<sup>9</sup>;
- 2) Contra Costa is second only to Solano for having the lowest number of jobs relative to housing<sup>10</sup> and is forecast to be the only County in the Bay Area with fewer jobs than housing units in 2040<sup>11</sup>; and
- 3) Travel patterns are imbalanced resulting in substantially underutilized infrastructure. For example, State Route 4 in East Contra Costa County carries approximately 2.3 times as many vehicles in the commute direction as in the non-commute direction<sup>12</sup>.

Long and congested commute patterns cause residents to spend more of their time commuting than in other, more valuable activities and contribute substantially to unhealthful and climate-altering emissions. A primary cause of this unbalanced, inefficient and resource-intensive transportation pattern is that it can be difficult to find jobs and housing in close proximity, or to find jobs and housing connected by transit. The potential sales tax measure now under consideration may present an opportunity to better address a root cause of the transportation challenges we face.

The Board would like to discuss with the Authority and other stakeholders the possibility of developing policies in the TEP for promoting development that reduces congestion and makes better use of transit and other existing infrastructure. We propose that conversation include two types of approaches: a) funding allocations; and b) new policy incentives. To stimulate discussion, we have included some initial ideas below on each of these two approaches. We would welcome a discussion on these and other ideas that others may have.

Initial Ideas on the Funding Allocation Approach: The TEP could allocate a portion of the future funds to a congestion reduction program related to stimulating certain types of new development. Funds for such a program could be used to stimulate certain infill and other development that demonstrates positive impacts on the transportation system, such as reduced demand on the most congested freeways and roads, better

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<sup>9</sup> MTC's "Vital Signs": Oakley, Brentwood, Antioch, Hercules, Pittsburg

<sup>10</sup> ABAG: San Francisco Bay Area: State of the Region: Economy/Population/Housing – 2015 (Figure 4.27 (Jobs to Housing Ratio, Bay Area Counties))

<sup>11</sup> ABAG: Draft Plan Bay Area: Forecast of Jobs, Population, & Housing, March 2013 (Table 14 (SF Bay Area County Housing and Job Growth, 2010-2040))

<sup>12</sup> MTC's Vital Signs



utilization of transit, greater off-peak utilization, reduced average commute times, and reduction of out-of-county commute trips. This could take the form of development in Priority Development Areas (PDAs) near transit or other types of development that achieve the demand reduction goal. For Contra Costa County, jobs/housing balance is a key concern. A focus on developing employment centers that would offer well-paying jobs proximate to housing (i.e. priority industrial areas or priority employment areas) could have merit. Stimulating development that establishes well-paying jobs in East County, for example, could reduce strain on Highway 4, offer a far easier commute for East County residents and make better use of prior transportation investments by stimulating the counter commute.

Subject to feasibility studies, demonstration of congestion reduction, and Authority approval, local jurisdictions could request funding for projects that would stimulate development that would reduce congestion. Such investments could include transportation infrastructure (e.g. improvements to transit and roadways in areas targeted for job growth). However, to realize the congestion reduction benefit of the desired development, a broader range of investments could be considered, such as advanced telecommunication/broadband infrastructure, water, sewer, power, impact fee offsets, land assembly, or other investments. The analysis should consider not only the direct growth in jobs (and housing) likely to result from the investment, but also the net growth in jobs (certain jobs such as advanced manufacturing can have relatively high job multipliers).

Initial Ideas on the Policy Incentives Approach: The TEP might include additional policy incentives to promote infill and other development that reduces congestion. For example, the TEP could include incentives for local agencies to adopt and implement certain land-use policies such as PDAs, priority industrial areas or priority employment areas, greater density along transit or employment targets. Alternatively, incentives could be linked to certain TEP funding categories. For instance, economic development/jobs-housing balance/congestion reduction goals could be a criteria for allocating funding to any competitively awarded pots of funds.

Finally, the Board hopes there can be a discussion regarding if and how the potential measure can address the fundamental shifts in the statewide transportation planning and funding landscape resulting from recent landmark greenhouse gas reduction legislation, for instance the State's replacement of the Level of Service (LOS) metric with a Vehicle Miles Travelled (VMT) metric). At this time, it may be appropriate to consider revisions to the Authority's *Growth Management Program* and *Technical Procedures* that would incrementally and strategically adapt to the new VMT standard while maintaining the local benefits of the current LOS standard.

The Board would welcome discussion on these and other ideas related to these challenging land use and transportation issues.

**Bicycle Transportation Issues:** Contra Costa County currently has the lowest rate of trips-by-bike rate in the Bay Area according to the MTC<sup>13</sup>. Please consider a strategic approach to developing and prioritizing bicycle project and program activities to reverse this rate to improve the County's ranking.

**Major Projects:** The following is an update to the Board's priority project list transmitted in our October 2014 comment letter. The Board also intends on pursuing these priorities at the appropriate Regional Transportation Planning Committees.

**The TriLink/State Route 239:** This project continues to be a priority. In the interest of advancing a project within a shorter time frame, the Board is requesting that the Vasco-Byron Highway connector phase be prioritized in the TriLink program of projects.

**The Kirker Pass Road Truck Climbing Lanes:** This project addresses congestion and safety along in this critical TRANSPAC and TRANSPLAN connector road.

The northbound project, estimated to cost \$18 million, is scheduled for construction in 2018 and will provide a northbound truck climbing lane and paved shoulders for future Class II bike lanes between Clearbrook Drive in the City of Concord and the easternmost Hess Road intersection in the unincorporated area. The project is needed to improve safety for motorists and bicyclists along this stretch of road that experiences high truck traffic and is a major commute corridor between Central and East County. With sustained grades steeper than eight percent, trucks are unable to match the speed of other vehicles on the roadway, causing significant congestion and creating a safety hazard. The southbound project will add a truck climbing lane in the opposite direction and is estimated to cost over \$20 million. There is no date yet for construction, but project development activities are expected to be started within the next few years.

**Capitol Corridor Voucher Program:** This is a new proposed program that the Board is requesting WCCTAC and CCTA explore. WCCTAC is currently involved in a high capacity transit study that would explicitly or effectively extend BART service in West Contra Costa County. Given that a service expansion of this type is typically a long-term process; a more immediate solution should be considered.

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<sup>13</sup> MTC: Regional Bicycle Plan for the San Francisco Bay Area – 2009 Update.

The Capitol Corridor Joint Powers Authority (CCJPA) currently operates the Capitol Corridor service through Contra Costa County. In order to provide some service increase to West Contra Cost residents in the short term, a TEP-funded, Capitol Corridor voucher program for Contra Costa residents should be considered. The CCJPA is currently involved in a Capitol Corridor Vision Planning process, which calls for coordination with WCCTAC and CCTA relative to the high capacity transit study. Either the CCJPA planning process or the WCCTAC High Capacity Transit Study may be an appropriate mechanism by which to explore this concept.

**The following projects continue to be a priority:** North Richmond Truck Route, I-680 HOV Gap Closure, Iron Horse/Lafayette-Moraga Trail Connector, Vasco Road Safety Improvements, and Northern Waterfront Goods Movement Infrastructure.

The Board of Supervisors greatly appreciates staff and consultant assistance during our deliberations on TEP development. We look forward to your response and additional engagement on this critical issue.

Sincerely,

John Gioia, Chair  
Contra Costa County Board of Supervisors  
Supervisor, District I

C:  
David Twa, County Administrator  
Sharon Anderson, County Counsel  
Julie Bueren, Director – Public Works Department  
John Kopchik, Director - Conservation and Development  
Patricia Tanquary, CEO – Contra Costa Health Plan  
Sherry McCoy, Chair - WCCTAC  
Don Tatzin, Chair – SWAT  
Robert Taylor, Chair, TRANSPLAN  
Loella Haskew, Chair – TRANSPAC

## The Board of Supervisors

County Administration Building  
651 Pine Street, Room 106  
Martinez, California 94553

**John Gioia**, 1<sup>st</sup> District  
**Candace Andersen**, 2<sup>nd</sup> District  
**Mary N. Piepho**, 3<sup>rd</sup> District  
**Karen Mitchoff**, 4<sup>th</sup> District  
**Federal D. Glover**, 5<sup>th</sup> District

## Contra Costa County



**David Twa**  
Clerk of the Board  
and  
County Administrator  
(925) 335-1900

October 20, 2015

, Chair  
...Transit District  
*address*  
*city, CA #####*

### DRAFT

**Subject:** Accessible Transit Service in the Contra Costa Transportation Authority's Transportation Expenditure Plan

Dear Chair...:

On October 20, 2015, the Board of Supervisors (Board) sent recommendations to the Contra Costa Transportation Authority (Authority) regarding our position on policies and funding levels in the Transportation Expenditure Plan (TEP). As you are aware, the TEP is being prepared for a potential sales tax measure in November 2016. Included in the Board's recommendations are concepts intended to advance how we address accessible transit in the future.

I am writing to communicate the Board's objective which is that our agencies can collaborate with the TEP development and implementation of the 2013 Contra Costa Mobility Management Plan recommendations to achieve adequate funding levels and appropriate policies to improve accessible transit countywide. Details on this topic are in the attached letter to the Authority and in a report to the Board also attached. In summary we are recommending the following relative to accessible services in a new TEP:

- Additional funding for accessible transit service operations and the funding of a mobility management center,

- Eligibility for transit funding under a new TEP be contingent upon participation in the countywide mobility management program,
- Participation from policy makers in a tour of the Santa Clara County operation to observe the mobility management center/brokerage model, and
- That all agencies involved with accessible transit services and the implementation of the mobility management program commit to insulating existing accessible service passengers from service degradations or interruptions.

We thank you for your consideration of this letter and look forward to your response on this important issue.

Sincerely,

John Gioia, Chair  
Contra Costa County Board of Supervisors  
Supervisor, District I

C:  
David Twa, County Administrator  
Julie Bueren, Director – Public Works Department  
John Kopchik, Director - Conservation and Development  
Patricia Tanquary, CEO – Contra Costa Health Plan  
Sherry McCoy, Chair - WCCTAC  
Don Tatzin, Chair – SWAT  
Robert Taylor, Chair, TRANSPLAN  
Loella Haskew, Chair – TRANSPAC

**Attachments:**

- **October 20, 2015 Letter From the Board to the Authority re: TEP Priorities**
- **Accessible Transit Service Excerpts from September 15, 2015 Staff Report to the Board of Supervisors re: TEP Priorities**



## Contra Costa Transportation Authority



## Contra Costa County Voter Research September 2015

Presented to CCTA Board September 16, 2015



## Purpose and Methodology

## Survey Objectives

1. Understand relative regional priorities
2. Measure receptivity to possible revenue measure models
  - ½ cent CCTA specific tax
  - ½ cent County specific tax (¼ cent for transportation and ¼ cent for public safety)
  - ¼ cent CCTA specific tax
  - ¼ cent County specific tax (for public safety)
3. Understand impact of potential CCTA/County measure and potential BART bond sharing a ballot
4. Understand potential impact of information on support for a revenue measure
5. Track key measures of tax sensitivity
6. Understand trust in CCTA and County



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## Methodology

- ▶ Telephone survey of likely voters in Contra Costa County
- ▶ Conducted August 26-September 3, 2015
- ▶ 800 total interviews, Margin of Error  $\pm$  3.5percentage points
- ▶ Respondents were split into four sample groups, with each receiving one of four potential sales tax measures
- ▶ Weighted to reflect overall countywide likely November 2016 voter population using key demographics
- ▶ Interviewing started trained, professional interviewers
- ▶ Where applicable, results compared with:
  - EMC #14-5035: January 21st – February 5th, 2014 (n=814; MoE: + 3.4 % points)
  - EMC #14-5170: March 3-10, 2014 (n=606; MoE: + 4.0 % points)

Please note that due to rounding, percentages may not add up to exactly 100%



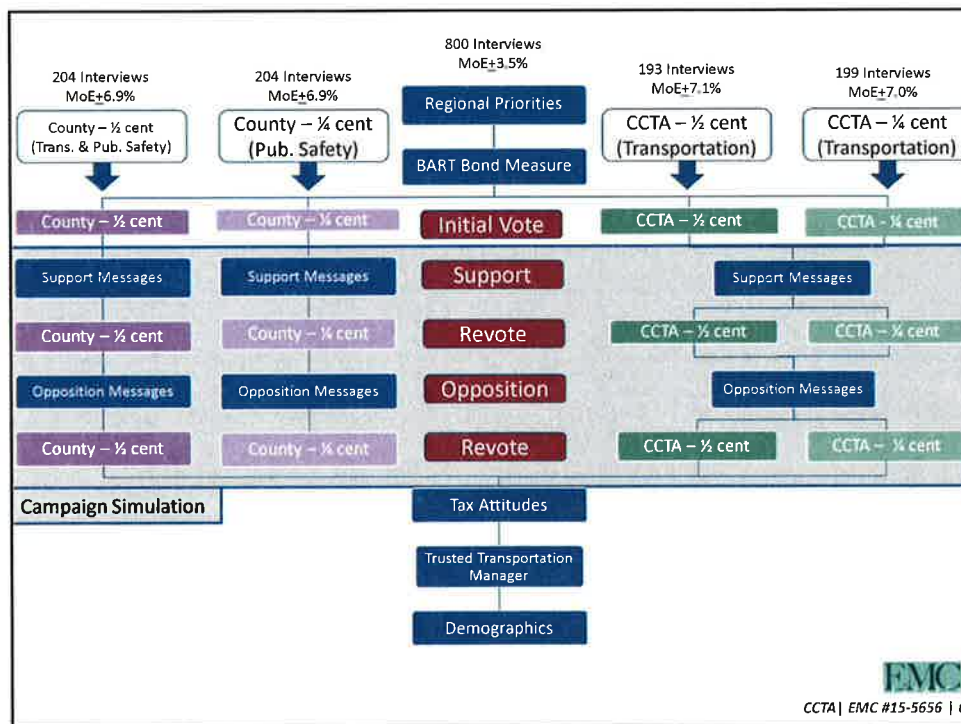
CCTA | EMC #15-5656 | 4

## Split Sample Methodology

- ▶ Respondents were randomly assigned to one of four samples. Each sample tested a different potential Contra Costa County sales tax measure along with support and opposition messaging tailored to the assigned measure.

Sample A	Sample B	Sample C	Sample D
County Specific – ½ cent Transportation/ Public Safety Tax	County Specific – ¼ cent Public Safety Tax	CCTA Specific – ½ cent Tax	CCTA Specific – ¼ cent Tax
n=204	n=204	n=193	n=199
MoE: ± 6.9%	MoE: ± 6.9%	MoE: ± 7.1%	MoE: ± 7.0%

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EMC  
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## November 2004 Contra Costa County Ballot List

All state and local measures on the ballot in Contra Costa County in November 2004. **Bold text denotes a revenue measure.**

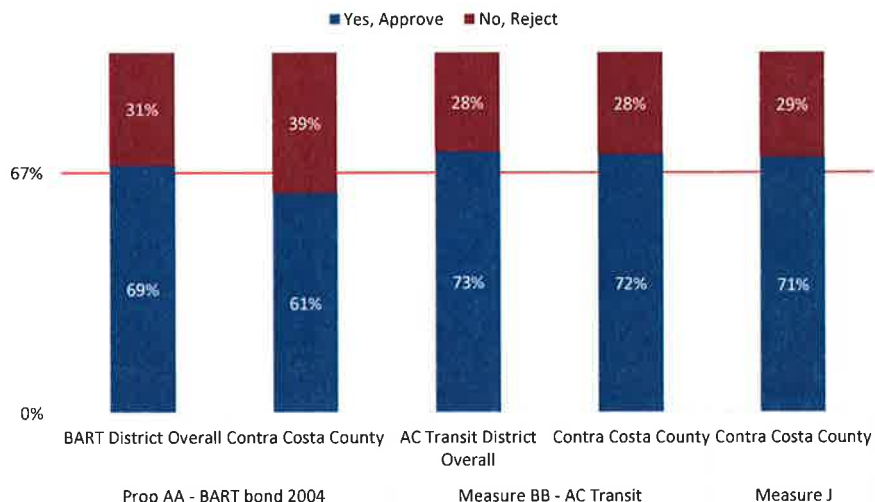
State Measures	Countywide Measures	Local Measures
1A – Keeping local sales tax revenues local	<b>J – CCTA sales tax (71.1%)</b>	<b>BB – AC Transit Special Service District 1 parcel tax (partial county) (71.8% In CoCoCo)</b>
59 – Sunshine amendment	<b>AA – BART bond (61.0%)</b>	<b>CC – EBRPD Zone 1 parcel tax (partial county)</b>
60 – Political party election rights act		D, E, G, H - School revenue measures in Livermore, Pittsburg, Byron, Oakley
60A – Sell surplus gov't property to reduce debt		K, L, P, S - UUT measures in El Cerrito, Hercules, Pinole, San Pablo
<b>61 - Bonds for children's hospital projects (65.3% in CoCoCo)</b>		M – General plan amendment in Hercules
62 – Modified primary elections		<b>N, O – City bond measures in Lafayette, Martinez</b>
<b>63 – Income tax increase for mental health services (56.2% in CoCoCo)</b>		<b>Q – Transaction Use Tax In Richmond</b>
65 – Require voter approval to reduce local gov't revenues		R – Charter amendment in Richmond
66 – Changes to 3 strikes		T, U – TOT in San Pablo, San Ramon
<b>67 – Telephone call tax for emergency medical services (31.0% in CoCoCo)</b>		V, X – Administrative measures in San Ramon, Walnut Creek
68 – Tribal gaming compact amendments		
69 – Require DNA samples from felons		
70 – Tribal gaming compact amendments		
<b>71 – Bonds for stem cell research (66.4% in CoCoCo)</b>		
72 – Healthcare coverage requirements		



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## November 2004 Contra Costa County Transportation Ballot Items

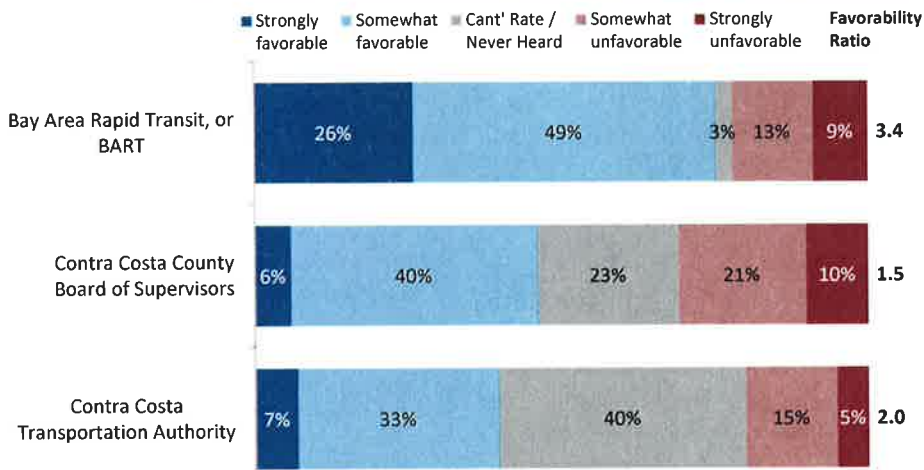
All three transportation measures on the ballot in November 2004 passed.



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## Favorable Ratings

The Board of Supervisors has a slightly higher favorable rating than the CCTA, however, nearly one-third of voters give the Board an unfavorable rating.



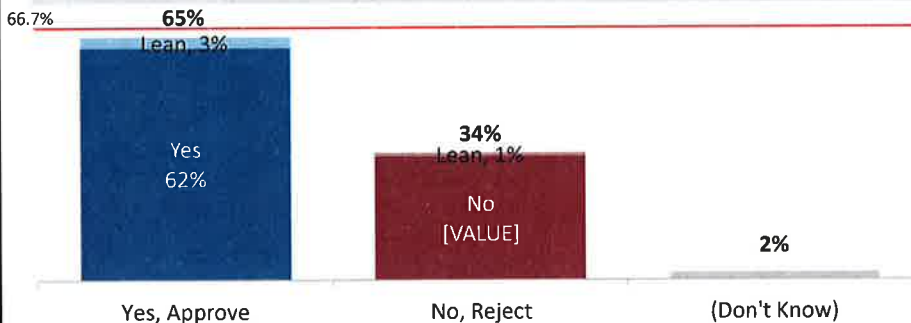
Q24-26. Now, I'm going to read you a list of organizations. For each one, please tell me if you have a strongly favorable, somewhat favorable, somewhat unfavorable or strongly unfavorable opinion of each one. If you have never heard of one, please just say so.

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## BART Measure Vote

A BART bond measure reaches nearly two-thirds support in Contra Costa County.

In order to replace and modernize BART's deteriorating 44-year old infrastructure to keep BART safe; prevent breakdowns and delays; improve earthquake safety; increase the number of people BART can carry; relieve traffic congestion; improve access for people with disabilities; reduce overcrowding; reduce pollution; and keep trains and stations clean; shall the Bay Area Rapid Transit District issue \$3 billion of bonds subject to citizen oversight and independent, annual audits?



Q27. If this measure were on the ballot today, would you be likely to vote yes to approve it, or no to reject it?

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## Ballot Language

### SAMPLE A: ½ Cent County Sales Tax – Transportation and Public Safety

Shall voters authorize implementing the Contra Costa County Transportation and Public Safety Expenditure Plan to: Expand Bart in Contra Costa County; Fix roads and improve highways; Reduce traffic congestion; Add firefighters and police; Reopen fire stations; and Improve emergency response time? Approval increases the existing County sales tax by a half of a cent, for 25-years, with independent oversight and audits. All money spent will benefit Contra Costa County residents.

### SAMPLE B: ¼ Cent County Sales Tax – Public Safety

To fight crime, respond quickly to medical emergencies and fires, and make Contra Costa County safer by: adding firefighters and police; increasing neighborhood police patrols; updating firefighter safety equipment and stations; and re-opening fire stations; shall Contra Costa County enact a quarter of a cent sales tax for 25-years, that cannot be taken by the state, with annual public audits and citizens oversight to ensure fiscal accountability?

### SAMPLE C/D: ½ and ¼ Cent CCTA Sales Tax

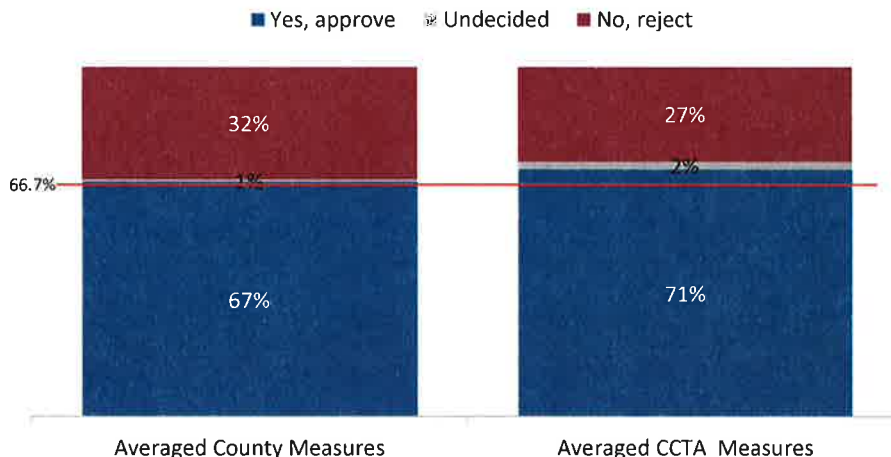
Shall voters authorize implementing the Contra Costa County 25- year Transportation Expenditure Plan to: Expand Bart in Contra Costa County; Improve transit connections to jobs and schools; Fix roads, improve highways and increase bicycle and pedestrian safety; Reduce traffic congestion and improve air quality; Enhance transit services for seniors and people with disabilities? Approval increases by a half/quarter cent and extends the existing County sales tax, with independent oversight and audits. All money spent will benefit Contra Costa County residents.



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## Initial Vote – All Samples

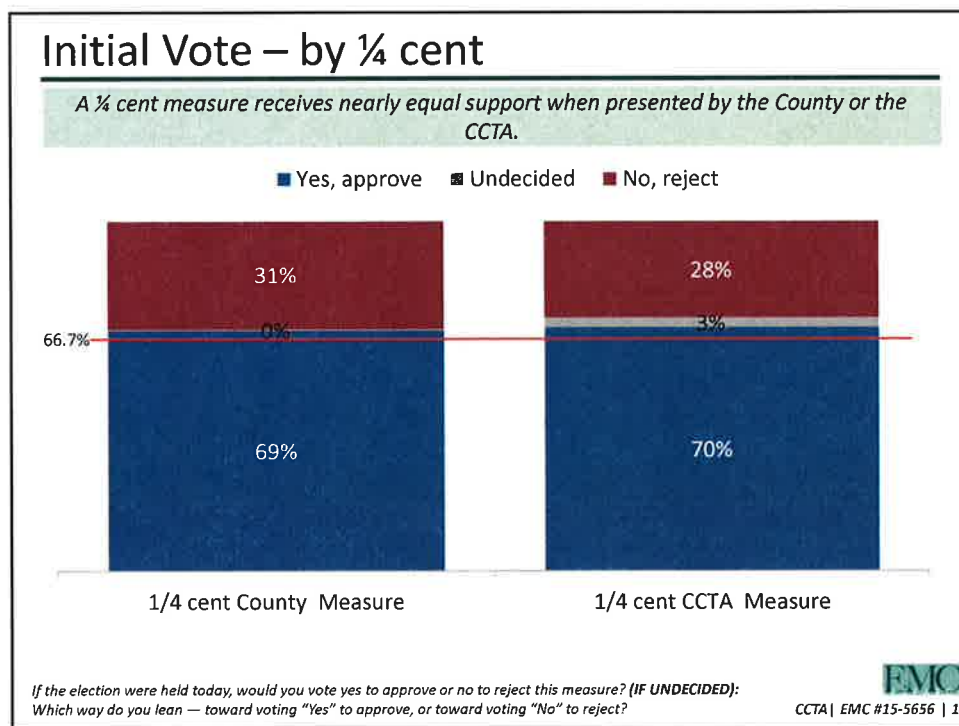
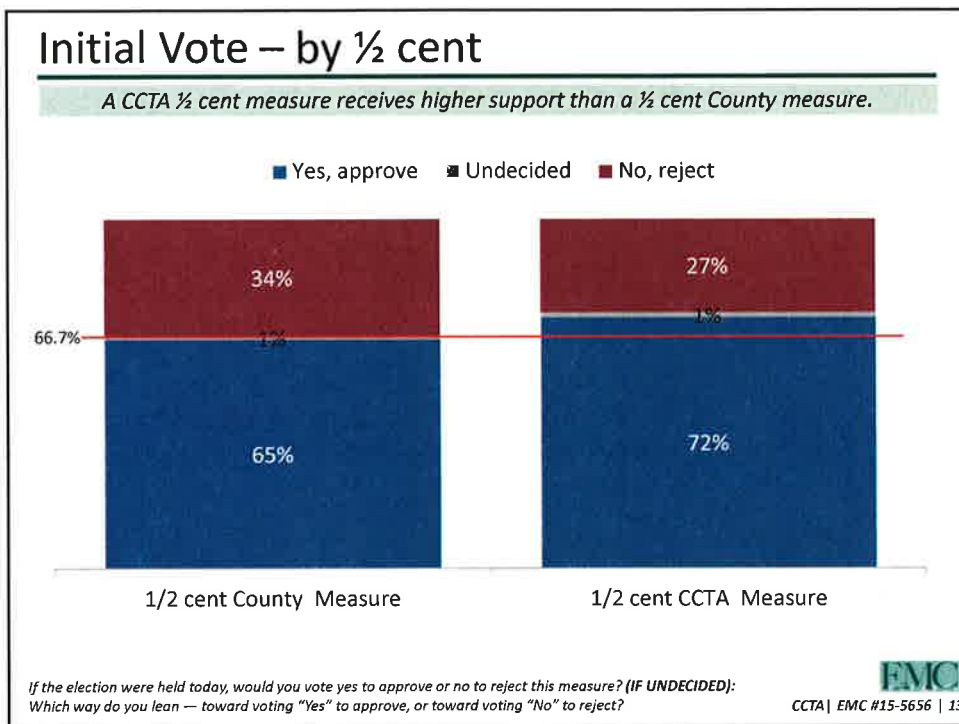
CCTA measures receive moderately higher support than County measures.

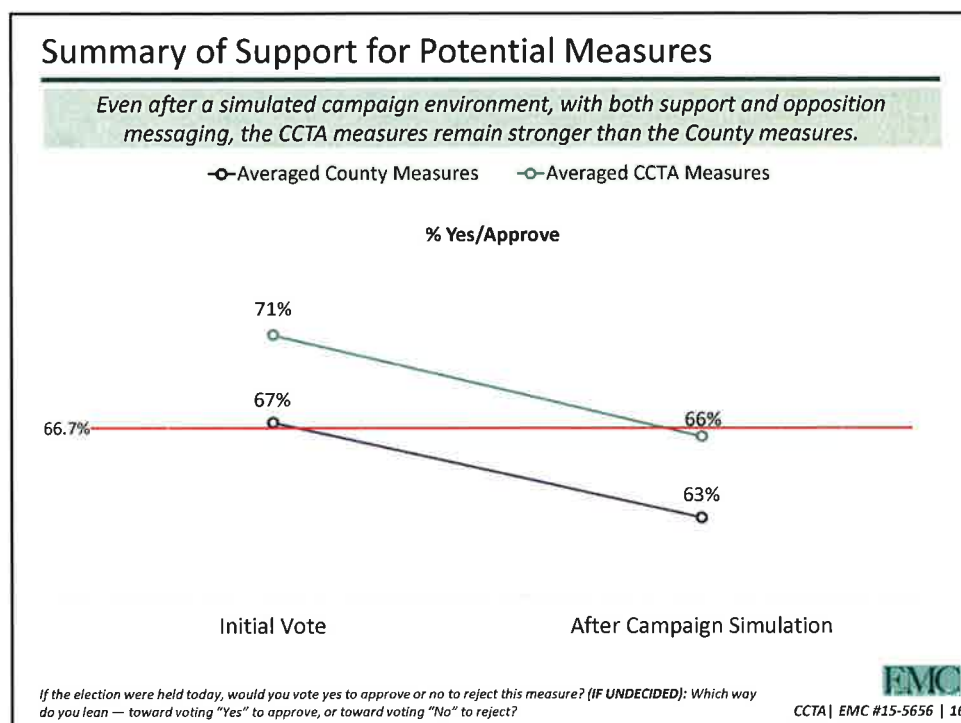
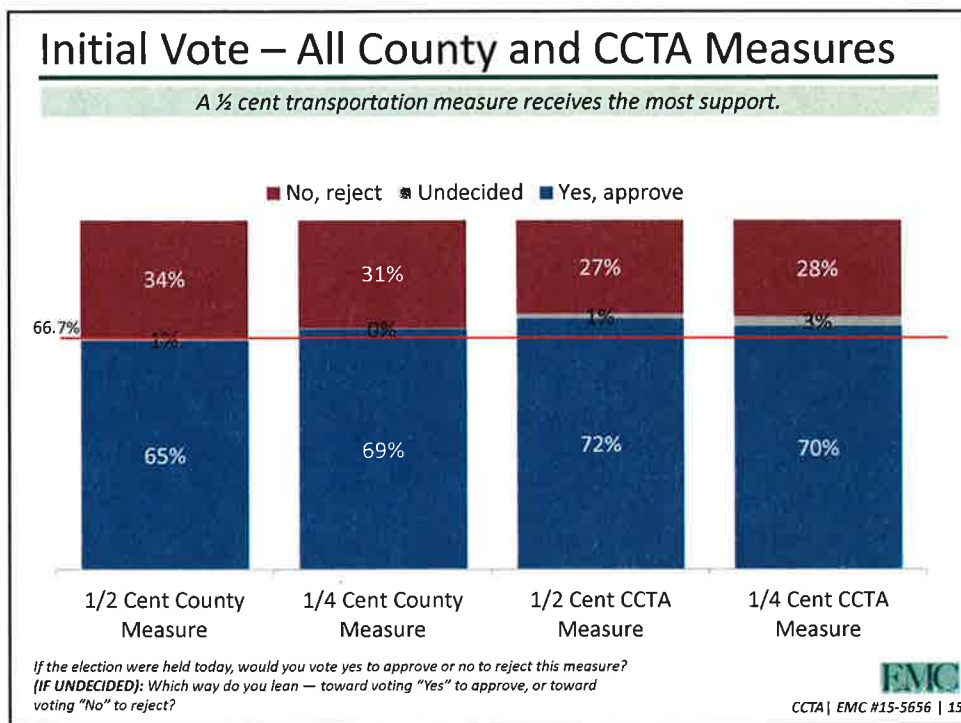


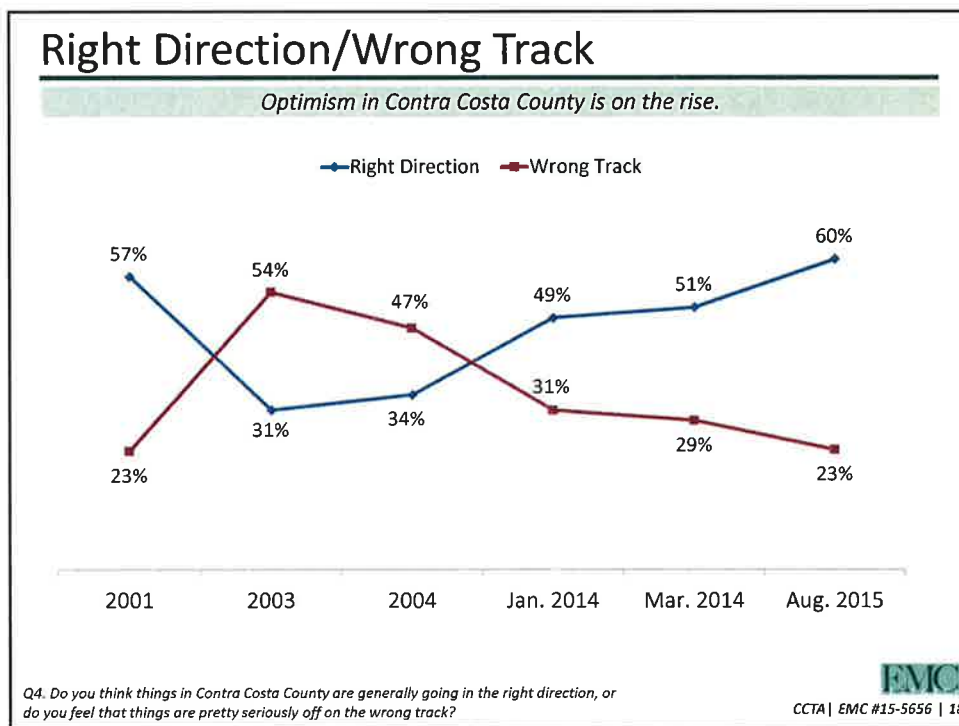
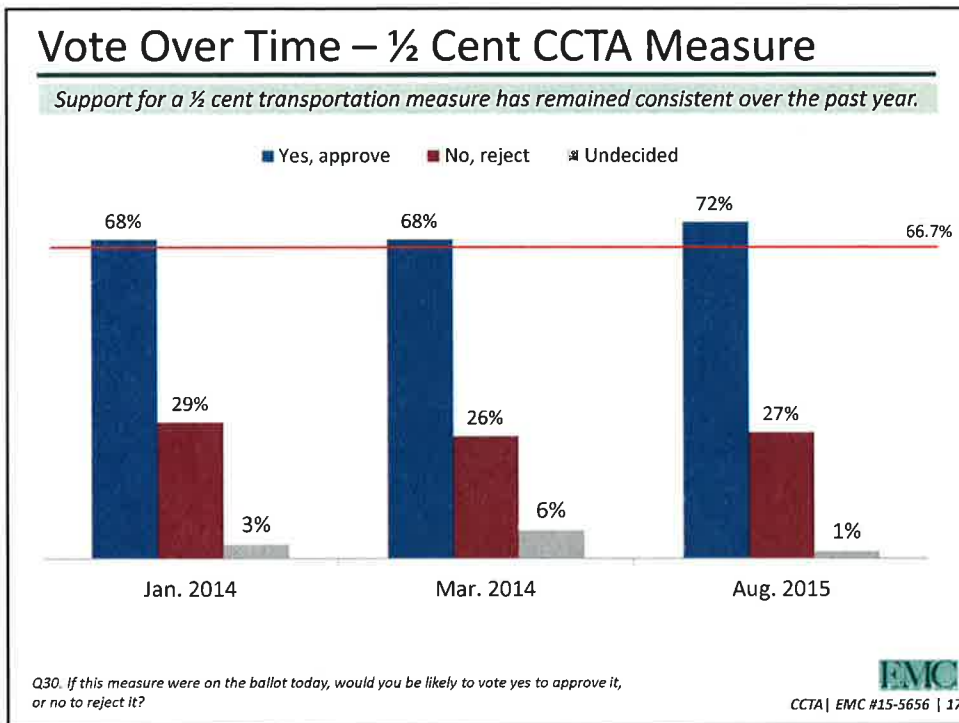
If the election were held today, would you vote yes to approve or no to reject this measure? (IF UNDECIDED): Which way do you lean — toward voting “Yes” to approve, or toward voting “No” to reject?



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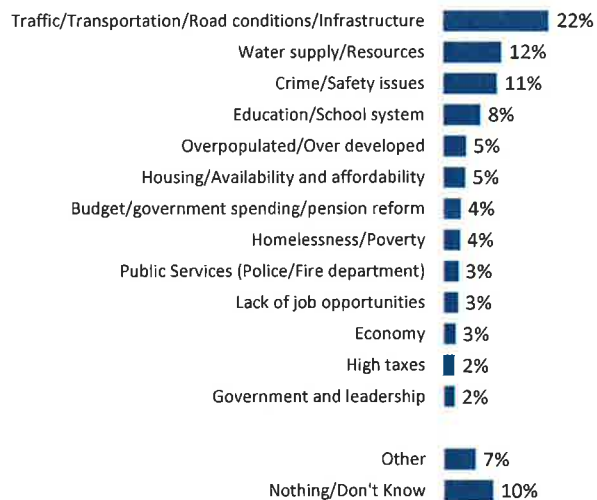






## Most Important Problem Facing Contra Costa County

*Transportation and traffic are a top concern among Contra Costa voters.*



Q5. What do you feel is the most important problem facing Contra Costa County today?

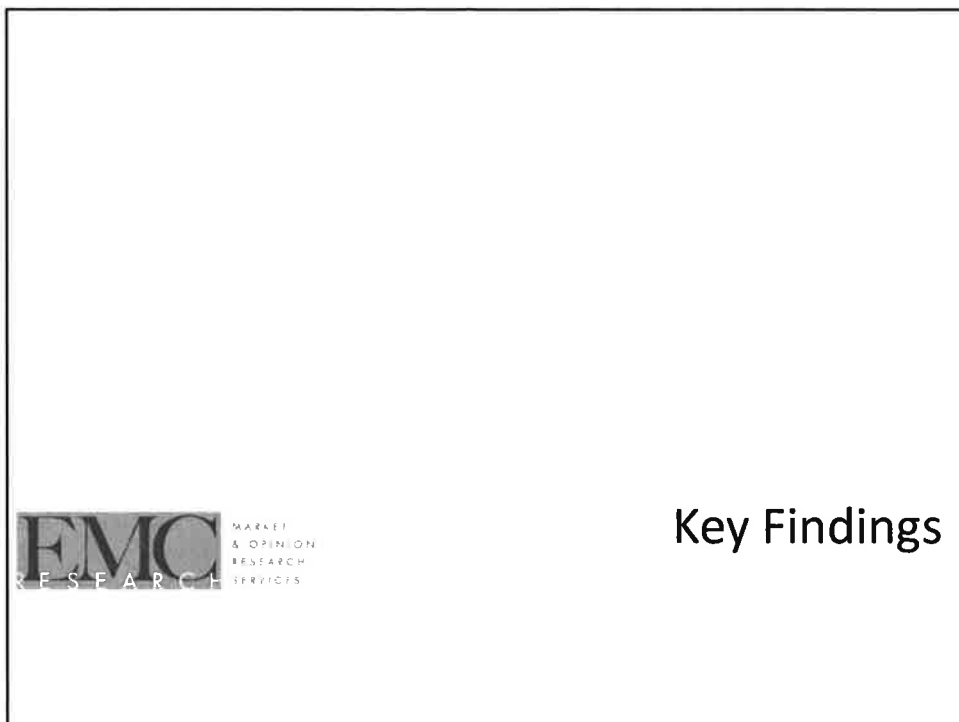
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## Conclusions

- ▶ A measure exclusively for transportation improvements presented by the CCTA receives moderately higher support among voters, compared to a measure presented by the County.
- ▶ With nearly one-third of voters rating the Board of Supervisors unfavorably, reaching two-thirds support for a county-presented sales tax measure will be challenging.

*Note: Presented summary of results with the above conclusions to the Contra Costa County Board of Supervisors on September 15, 2015.*

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## Key Findings

- ▶ Transportation related issues are a top concern among Contra Costa voters.
- ▶ Initial support for a ½ cent transportation sales tax exceeds two thirds; a campaign simulation drops support to slightly less than two-thirds.
- ▶ A transportation sales tax measure receives moderately higher support than a County measure.
- ▶ There is greater trust of CCTA to handle transportation projects, compared to the County.





## Contacts

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**3.1 NEW ITEM: Summary of Public Opinion Polling.** Between the dates of August 26 and September 3, 2015, EMC Research (sub-consultant to Gray-Bowen-Scott) conducted a survey of 800 Contra Costa County likely November 2016 voters. Respondents were split into four sample groups with each receiving one of four sample potential sales tax measures. The sample sales tax measures tested were a 1/2 cent Contra Costa County specific tax; a 1/4 cent Contra Costa County specific tax; a 1/2 cent Authority sponsored transportation tax and a 1/4 cent Authority sponsored transportation tax. The survey also studied the effect of a potential BART bond measure sharing the November 2016 ballot. The survey has a margin of error of +/- 3.5%. Results will be presented at the Authority Board meeting. Staff Contact: Ross Chittenden

*ACTION: None taken – information only*

*DISCUSSION:* Ross Chittenden, Deputy Executive Director for Projects, said that the Authority had previously discussed the potential for competing and/or complimentary ballot initiatives that could be developed by Fall 2016, including possible measures by BART and Contra Costa County, and that EMC Research was asked to conduct some polling to test likely voters in their opinions of different possible scenarios. He noted that a summary of the results was discussed at a meeting of the County Board of Supervisors on the previous day.

Mr. Chittenden introduced Alex Evans of EMC Research, who gave a PowerPoint presentation on the Contra Costa County voter research that was done by his firm. The presentation included an overview of survey objectives, methodology, results and conclusion.

Mr. Evans stated that survey objectives were to understand regional priorities of Contra Costa's voters, and test each of four different ballot measure scenarios with the understanding that only one of them would move forward. Additionally, the survey was developed to help understand the impact of a potential CCTA/County measure and potential BART bond sharing a ballot, understand potential impact of information on support for a revenue measure, track key measures of tax sensitivity, and understand trust in CCTA and the County.

The telephone survey, conducted between August 26<sup>th</sup> and September 3<sup>rd</sup>, included a total of 800 likely Contra Costa County voters. Respondents were split into four sample groups, with each group being polled on only one of four potential sales tax measures that included support and opposition messaging tailored to the assigned measure.

Mr. Evans reviewed graphics depicting other State and local measures that were on the ballot in November 2004 (when Measure J was approved), the percentages by which each of the transportation measures on the ballot passed, and comparing favorable ratings of BART, the County Board of Supervisors, and the Contra Costa Transportation Authority (CCTA) which indicate that CCTA is in a better position than the County for a successful sales tax measure. Mr. Evans said that EMC Research tested a possible BART \$3 billion bond measure using the same language used by BART in its own polling, and that the polling indicated that 65 percent of voters in Contra Costa would be willing to support it. Mr. Evans noted that despite the fact that a possible BART bond measure requires a two-thirds supermajority, BART would view the 65% support as positive. Voters in Alameda County tend to support BART bond measures, and support in San Francisco tends to exceed the two-thirds threshold in an amount that will compensate for support in Contra Costa County that may be below the two-thirds threshold.

Mr. Evans outlined each of the four different possible sales tax measures (two CCTA measures and two County measures) which were tested to determine strengths and/or weaknesses of a County or CCTA ballot measure, and discussed the polling results. Approval of the two CCTA measures averaged slightly higher than the average of the two County measures. Mr. Evans reported that the CCTA ½ cent measure received higher support (72 percent) than the County ½ cent measure (65 percent), and the ¼ percent measure received nearly equal support when presented by CCTA or the County. Of the four measures tested, the ½ cent CCTA measure received the most support (72

percent), and the ½ cent County measure received the least (65 percent). Mr. Evans stated that after voters were provided with support and opposition messaging as part of a simulated campaign environment, average approval of both the CCTA and County measures decreased although the CCTA measures remained stronger than the County measures.

Mr. Evans reviewed a final set of graphics which included a comparison of 2014 and 2015 polling results, “right direction” versus “wrong track” sentiment, and voter opinion of the most important problem facing Contra Costa County. They illustrated that support for a ½ cent measure remains fairly consistent, optimism in Contra Costa County is on the rise, and voters view traffic, transportation, road conditions and infrastructure as a top concern.

In summary, Mr. Evans stated that CCTA was in a modestly better position to go forward with a transportation sales tax ballot measure. He cautioned that while Contra Costa County voters view transportation as their top concern and initial support for a ½ cent transportation sales measure brought forward by CCTA exceeds the 2/3 approval requirement, campaign simulation drops the approval rating to 66 percent and therefore the campaign would not be easy.

The presentation was distributed as a meeting handout.

*Commissioner Arnerich* noted that prior polls seemed to include commuters and people more likely to use public transportation. He asked what percentage of people contacted for the 2015 polling were willing to participate in the survey. Mr. Evans responded that he did not have the percentage on hand, however his firm did not experience any unusual difficulty (relative to other surveys conducted by EMC Research) in identifying 800 voters willing to cooperate. Mr. Evans stated that he was quite confident that the random sample was representative of November 2016 voters.



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 20, 2015

Subject: APPOINTMENT OF ANIMAL SERVICES DIRECTOR - SARAH BETH WARD

---

**RECOMMENDATION(S):**

1. ADOPT Resolution No. 2015/401 Reallocating the classification of Director of Animal Services – Exempt on the Salary Schedule; and
2. APPOINT Sarah Beth Ward to the position of Director of Animal Services – Exempt at Step 8 of the salary range effective November 2, 2015 with the following additional terms of employment:
  - Other benefits as provided for the Director of Animal Services – Exempt in Management Resolution No. 2015/386.

**FISCAL IMPACT:**

The estimated annual County cost for the Director of Animal Services position is \$228,304 of which \$48,582 is pension costs. The estimated cost for the eight months remainder of fiscal year 2015/16 is \$152,203, of which \$32,388 is pension cost. All costs are budgeted in the General Fund within the Animal Services Department operating budget.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: David J. Twa, County  
Administrator (5-1080)

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

By: , Deputy

cc: Auditor-Controller - Payroll, Human Resources - Personnel

## BACKGROUND:

In September of 2014, Director of Animal Services Glenn Howell informed the County Administrator that he would be retiring from his position on January 31, 2015. Mr. Howell agreed to return after his retirement to work on an interim basis pending the selection of a new Director of Animal Services – Exempt.

The County contracted with Bob Murray and Associates to conduct the recruitment to fill the vacancy. On November 6, 2014, the recruitment for a new Director of Animal Services –Exempt commenced. Bob Murray and Associates advertised the position nationwide but with particular emphasis on the west coast region. Ads were placed with the California Animal Control Directors' Association (CACDA), Society of Animal Welfare Administrators, Animal Sheltering, State Humane Association of California, Society of Animal Welfare Directors (SAWA), American Humane Association, California Veterinary Medical Association, Southern California Veterinary Medical Association, Animal Jobs, California State Association of Counties (CSAC), Careers in Government, Western City Magazine, and Jobs Available.

Two rounds of recruitment were required to secure the new Director. For the first recruitment, invitations and recruitment profiles were sent to 200 potential candidates targeted by Bob Murray and Associates. The five week recruitment garnered 50 applications. With the assistance of Bob Murray and Associates, the applications were screened and six semi-finalists were forwarded to the County Selection Committee on February 2, 2015. The County Selection Committee was composed of June Catalano, City Manager, Pleasant Hill; Ken White, President, Peninsula Humane Society and SPCA; Marcia Mayeda, Director of Animal Care and Control, Los Angeles County; Kathy Ito, President, KMI Human Resources Consulting, Inc.; and myself.

During the second recruitment which commenced on April 20, 2015, invitations and recruitment profiles were sent to 200 potential candidates targeted by Bob Murray and Associates and additional advertisements were placed. The six week recruitment garnered 30 applications. With the assistance of Bob Murray and Associates, the applications were screened and five semi-finalists were forwarded to the County Selection Committee on August 4, 2015. The County Selection Committee was composed of June Catalano, City Manager, Pleasant Hill; Melanie Sobel, Animal Shelter General Manager, Santa Cruz County; Reina Schwarz, Assistant City Manager, City of San Pablo; Lisa Lopez, Assistant Human Resources Director, Contra Costa County; and myself. Following a series of interviews and reference checks, I selected Sarah Beth Ward for the position.

Ms. Ward holds a Bachelor's Degree in Recreation Administration from California State University, Fresno. She currently serves as the Vice President, Community Alliances, for the Humane Society of Silicon Valley after holding posts as the Chief Operating Officer, Vice President of Animal and Customer Care and the Director of Animal Care. She brings with her 28 years of animal shelter and veterinary hospital experience, a high level of energy and passion for animal services, and a strong desire to work with our contract cities and the community to renew the County's efforts to provide adoptive homes for shelter animals and continue to deliver quality services.

## CONSEQUENCE OF NEGATIVE ACTION:

The Animal Services Director position will remain vacant and the salary schedule will not be reallocated.

## CHILDREN'S IMPACT STATEMENT:

No impact.

## ATTACHMENTS

Resolution No. 2015/401

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

Adopted this Resolution on 10/20/2015 by the following vote:

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2015/401**

**Reallocating the salary of and cancel outstanding performance pay steps for the classification of Director of Animal Services – Exempt.**

**WHEREAS**, the County Administrator’s Office and the Human Resources Department recognized a need to reallocate the salary of the Director of Animal Services-Exempt classification;

**WHEREAS**, the Board of Supervisors will be considering the appointment of a new Director of Animal Services – Exempt on October 20, 2015 to be effective on her start date of November 2, 2015,

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Contra Costa County:

1. ABOLISH outstanding performance steps for classification of Director of Animal Services-Exempt Job Code (BJA1) in Resolution No. 2003/372 effective October 21, 2015.
2. REALLOCATE the classification Director of Animal Services-Exempt Job Code (BJA1) from salary level BD5 2127 to salary level BD5 2097 on the salary schedule effective October 21, 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: David J. Twa, County Administrator**  
**(5-1080)**

**ATTESTED: October 20, 2015**

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

By: , Deputy

**cc:** Auditor-Controller - Payroll, Human Resources - Personnel



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 20, 2015

Subject: Memorandum of Understanding with the Deputy District Attorneys' Association

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/406 approving the Memorandum of Understanding (MOU) between Contra Costa County and the Deputy District Attorneys' Association (DDAA) 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 \$698,000 for FY 2015/16 (\$608,000 from the 5% wage increase for nine months, \$143,000 of this is pension cost and \$90,000 for healthcare); \$1.7 million for FY 2016/17 (\$810,000 from the previous 5% wage increase, \$191,000 of this is pension cost, \$729,000 from the second increase of 4.5%, and \$180,000 for healthcare); and \$2.4 million for FY 2017/18 (\$1.5 million for the previous wage increases, \$729,000 for the third increase of 4.5%, and \$180,000 for healthcare). The estimated cost of the three year contract is \$4.9 million.

**BACKGROUND:**

The DDAA began bargaining with Contra Costa County on or about May 14, 2015. A Tentative Agreement was reached between the County and the DDAA on October 8, 2015. The resulting Memorandum of Understanding is attached.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 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: Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources



## BACKGROUND: (CONT'D)

>

In summary, the significant changes are:

- Duration of Agreement – Section 32.4
  - The term of the agreement is from July 1, 2015, through June 30, 2018.
- General Wages – Section 5.1
  - Effective October 1, 2015, the salary of all classification represented by DDAA will be increased by 5%
  - Effective July 1, 2016, the salary of all classification represented by DDAA will be increased by 4.5%
  - Effective July 1, 2017, the salary of all classification represented by DDAA will be increased by 4.5%
- Definitions
  - Provide clarification that pays and benefits are not applicable to permanent intermittent employees unless otherwise indicated in the MOU.
  - Eliminate definition of “Temporary Employment” from section.
- Days and Hours of Work/Holidays – Section 9
  - Reorder section to separate “Days and Hours” provisions from provisions relevant to “Holidays.”
- Health, Life and Dental Care – Section 13
  - Inclusion of High Deductible Health Provider and Plan selected by the County.
  - Limit access to CCHP Plan B, Kaiser Permanente Plan A, Health Net HMO Plan A, and Health Net PPO to employees hired before January 1, 2016. These plans are to be eliminated for all employees beginning January 1, 2018.
  - The County will make available to employees represented by the Association any new medical or dental plans selected by the County to replace current plans not renewed. Notice will be provided regarding the effective date of any new medical or dental plans.
  - The County will adjust its monthly premium subsidies to cover all increases for the 2016 plan year.
  - Beginning January 1, 2017, any future increases in monthly premiums or plan premium penalties imposed by the medical plan, are to be shared evenly by the County and the Association.
  - Provide employees eligible to receive an offer of coverage from the County under the Affordable Care Act, with access to County medical plans at the full premium amount.
- Retirement – Section 16.3.C
  - The Association is to support legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to employees who under PEPRA, become new members of CCCERA.
- Professional Expenses – Section 17.1 -17.2
  - The County will issue payment for California State Bar Dues and criminal specialization fees director to the State Bar rather than as a reimbursement on an individual attorney basis.
- Deferred Compensation Incentive – Section 21.A & 21.E
  - Increase the County’s deferred compensation monthly contribution from sixty dollars (\$60) to eighty-five dollars (\$85).
  - Incorporate prior side letter that established a Deferred Compensation Plan Loan Program on June 26, 2012.
- Computer Vision Care – Section 25
  - Replace references to “Video Display Terminal (VDT)” with “Computer Vision Care (CVC).”
  - Increase the dollar value of CVC basic eye wear (single, bifocal, or trifocal frame) from ten dollars (\$10) to fifty dollars (\$50).
- Attorney Fixed Term Class – Section 27.A
  - Clarify that Fixed-Term attorney class is not eligible for management life insurance and management long-term disability.
- Law School Student Loan Reimbursement Program – Section 28.B
  - Clarify that a Deputy District Attorney-Fixed Term employee is eligible for certain student loan reimbursement if he or she transitions to Deputy District Attorney-Basic Level during or on completion of his/her third consecutive year of employment.
- Scope of Agreement – Section 32.1

- The County and the Association agree that any past side letters or any other agreements not already incorporated into or attached to the MOU are deemed no longer effective.

CONSEQUENCE OF NEGATIVE ACTION:

The County could be detrimentally impacted by the potential loss of highly-trained legal personnel.

ATTACHMENTS

Resolution No. 2015/406

MOU DDAA

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

Adopted this Resolution on 10/20/2015 by the following vote:

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2015/406**

**In The Matter Of:** Memorandum of Understandings with the Deputy District Attorneys' Association (DDAA) 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 Understandings (MOU) between Contra Costa County and the DDAA 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 DDAA are 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: October 20, 2015**

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

By: , Deputy

**cc:** Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CONTRA COSTA COUNTY**  
**AND**  
**DEPUTY DISTRICT ATTORNEYS' ASSOCIATION**



**JULY 1, 2015 – JUNE 30, 2018**

**CONTRA COSTA COUNTY  
DEPUTY DISTRICT ATTORNEYS' ASSOCIATION**

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**ATTACHMENTS**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
DEPUTY DISTRICT ATTORNEYS' ASSOCIATION**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution No. 81/1165 and has been jointly prepared by the parties.

The Employee Relations Officer (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board of Supervisors' Resolution No. 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 Contra Costa County, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the term set forth herein.



## ***DEFINITIONS***

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### **DEFINITIONS**

**Appointing Authority:** The Department Head unless otherwise provided by statute or ordinance.

**Association:** Deputy District Attorneys' Association (DDAA).

**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.

**Class Title:** The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

**County:** Contra Costa County.

**Demotion:** Demotion is the reduction of an employee to another position in a class having a lower salary allocation than the class previously occupied by the employee or to a lower compensation level within the employee's salary range.

**Director of Human Resources:** The person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.

**Eligible:** Any person whose name is on an employment, reemployment, or layoff list for a given class.

**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.

**Employment List:** A list of names of persons who have been found qualified for employment in a specific class.

**Layoff List:** A list of persons who have occupied positions allocated to a class in the Merit system and who have involuntarily separated by layoff, displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have voluntarily transferred in lieu of layoff or displacement.

**Permanent-Intermittent Position:** Any position that requires the services of an incumbent for an indefinite period of time, but on an intermittent basis, as needed, paid on an hourly basis. Notwithstanding any other provision of this MOU, permanent-intermittent employees are entitled to an hourly wage and FLSA overtime, when applicable, but no other pays or employment benefits, unless this MOU specifically references "permanent-intermittent" employees for a pay or benefit.

**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.

## **DEFINITIONS**

**Permanent Position:** Any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.

**Position:** The assigned duties and responsibilities calling for the regular full time, part-time or intermittent employment of a person.

**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.

**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 otherwise provided for in the Personnel Management Regulations or in ordinances or resolutions governing deep classifications.

**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 in ordinances or resolutions.

**Reclassification:** The act of reassignment or change in 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 nature, difficulty, or responsibility of duties performed in the position.

**Reemployment List:** A list of persons who have occupied positions allocated to a class who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.

**Resignation:** The voluntary termination of permanent employment with the County.

**Transfer:** The change of an employee to another position in the same class in a different department, or to another position in a class which is allocated to a salary schedule the top step of which is within five (5) percent of the top step of the class previously occupied in the same or different department or as otherwise defined in deep class ordinances or resolutions.

**Union:** Deputy District Attorneys' Association (DDAA).

### **SECTION 1 - ASSOCIATION RECOGNITION**

The Association is the formally recognized employee organization for the representation units listed below, and such organization has been certified as such pursuant to Board of Supervisor's Resolution 2008/132, dated March 11, 2008.

2KTF	Deputy District Attorney – Basic Level
2KTG	Deputy District Attorney – Advanced
2KWD	Deputy District Attorney – Fixed Term

## **SECTION 2 - ASSOCIATION SECURITY**

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### **SECTION 2 - ASSOCIATION SECURITY**

**2.1 Dues Deduction.** Pursuant to Board of Supervisors' Resolution No. 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 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 Section 2.3.

**2.3 Withdrawal of Membership.** By notifying the Auditor-Controller's Department in writing, between August 1 and August 31, any employee may withdraw from Association membership and discontinue paying dues as of the payroll period commencing September 1. Upon close of the above referenced 30 day period, the Auditor-Controller shall submit to the Association the list of the employees who have rescinded their authorization for dues deduction.

**2.4 Communicating With Employees.** Representatives of the Association, not on County time, shall be permitted to place employee literature at designated locations in County buildings if arranged through the Department Head or designated representative.

**2.5 Use of County Buildings.** The Association shall be allowed the use of areas normally used for meeting purposes for Association meetings 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.

### **SECTION 3 - NO DISCRIMINATION**

There shall be no discrimination because of age, sex, race, creed, color, national origin, religion, disability, sexual orientation or Association activities against any employee or applicant for employment by the County or by anyone employed by the County.

### **SECTION 4 – ASSOCIATION REPRESENTATIVES**

**4.1 Attendance at Meetings.** Employees designated as Association Representatives 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:

## **SECTION 5 - SALARIES**

- 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 they are designated as an Association Representative, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties.
- D. 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.
- E. Association Representatives 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.
- F. Official representative 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 Labor Relations Manager or other management representatives on matters within the scope of representation, provided advance arrangement for the time away from the work assignment or station are made with the appropriate Department Head. No more than four (4) Association Representatives will be released at any one time during work hours for this purpose.

## **SECTION 5 - SALARIES**

### **5.1 General Wages.**

- A. Effective on October 1, 2015, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by five percent (5%).
- B. Effective on July 1, 2016, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by four and one-half percent (4.5%).

## **SECTION 6 - LAYOFFS**

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- C. Effective July 1, 2017, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by four and one-half percent (4.5%).

## **SECTION 6 - LAYOFFS**

Layoffs, if necessary, will be made pursuant to the Contra Costa County Personnel Management Regulations, Part 12 - LAYOFF.

## **SECTION 7 - JURY DUTY AND WITNESS DUTY**

**7.1 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 Municipal, Superior, or Federal Court, or a Coroners 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 Municipal, 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. No "Absence/Overtime Record" is required.
  - 2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" 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.

## **SECTION 8 - GRIEVANCE PROCEDURE**

- 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.

**7.2 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. 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 8 - GRIEVANCE PROCEDURE**

**8.1 Definition and Procedural Steps.** A grievance is any dispute which 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 or application of those provisions not being subject to the grievance procedure. Disciplinary action shall not be the subject of a grievance pursuant to this grievance procedure. An employee may choose to appeal disciplinary action through the Merit Board or by any other means available outside of this MOU. Grievances regarding promotions or claims of discrimination are not subject to the grievance procedure. The Association may represent the grievant at any stage 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 and any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor, who shall meet

## **SECTION 8 - GRIEVANCE PROCEDURE**

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with the grievant within five (5) work days of receipt of a written request to hold such meeting.

If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing and request that a Board of Adjustment be convened, to such management official as the Department Head may designate. This request shall be filed no more than (10) ten days after the completion of Step 1. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the Director of Human Resources. The Department Head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing.

**Step 2. BOARD OF ADJUSTMENT:** Pursuant to a formal written request, as defined above, a Board of Adjustment shall be created to be composed of two (2) representatives of each party to this Agreement, for the purpose of passing on all claims, disputes and grievances arising between the parties during the term of this MOU. Said Board shall meet for consideration of any such matter referred to it within seven (7) calendar days after receipt of said written request. For cases other than those which are disciplinary in nature, the convening of the Adjustment Board may be waived. The request of either party to extend the time limit for the convening of the Board of Adjustment due to extenuating circumstances will not be unreasonably denied. If the matter is not adjusted and is impasse, the moving party shall communicate in writing to the other party within twenty (20) business days following the meeting of the Board of Adjustment their desire to proceed to arbitration. Failure of the moving party to comply with the twenty (20) business day time limit herein specified shall be deemed to be a conclusive waiver of the grievance.

**Step 3. ARBITRATION:** The parties will mutually select an impartial arbitrator. If the parties are unable to agree upon the selection of an arbitrator, they shall request a panel of arbitrators from the California State Mediation and Conciliation Service and they shall select an arbitrator by utilizing the strike-off method. Any fee for provision of a panel of arbitrators shall be split equally between the parties.

Each party shall in good faith divulge to the other party all available material facts at the time said party acquires knowledge thereof concerning the matter in dispute. Nothing contained herein shall require either party to supply documents which are irrelevant.

All jointly-incurred arbitration expenses shall be borne by the losing party. In the event of a dispute concerning the application of this Section, the Arbitrator shall be empowered to determine the allocation of expenses.

**8.2 Compensation Claims.** The Employer is not required to pay any wage claim or portion thereof retroactively for a period of more than six (6) months immediately prior to the date of the Employer's receipt, of written notice from the Union, of such claim.

**8.3 Strike or Work Stoppage.** During the term of this MOU, the Association, its members and representatives, agree that it and they will not engage in, authorize,

## **SECTION 9 – DAYS AND HOURS OF WORK/HOLIDAYS**

sanction, or support any strike, slowdown, stoppage of work, sick-out, or refusal to perform customary duties.

**8.4** The arbitrator's decision shall be final and binding. The arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.

### **SECTION 9 – DAYS AND HOURS OF WORK/HOLIDAYS**

#### **9.1 Definitions – Days and Hours of Work.**

- 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 when the employee is regularly scheduled to work other than eight (8) hours per day between Monday and Friday, inclusive.
- D. 4/10 Work Schedule:** A 4/10 work schedule is four (4) ten hour working days and one (1) eight (8) hour day off during a workweek consisting of any seven (7) day period, for a total of forty (40) hour per workweek.
- 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, Flexible, and 4/10 Work Schedules:** For employees on regular, 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).



## **SECTION 9 – DAYS AND HOURS OF WORK/HOLIDAYS**

**9.2 Timestamp:** Each and every temporary and permanent intermittent employee (hereafter called “hourly employees”) must timestamp in and out as he/she begins his/her work shift/day, finishes his/her work shift/day, and takes meal breaks.

**9.3 Accrual Usage:** The use of leave accruals must be reported in one minute increments and may not be rounded.

**9.4 Automated Time Keeping:**

- A. The Association agrees to the implementation of an automated timekeeping system by the County. The Association waives its right to meet and confer regarding any impacts that result from the County’s implementation of the automated timekeeping system. The Association agrees to convert from the current monthly payroll procedures with an advance to a new payroll procedure to be determined.
- B. The County will ensure that the necessary equipment to allow temporary and permanent-intermittent employees, who are paid on an hourly basis, to “timestamp” in and out in a timely manner.

**9.5 Holidays Observed.** The County will observe the following holidays:

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

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

**9.6 Definitions - Holidays**

- A. **Holidays:** Employees are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the County. 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.
- B. **Holidays – Flexible, Alternate, 9/80, and 4/10 Work Schedules:** When a holiday falls on the regular scheduled day off any employee who is on a flexible, alternate, 9/80, or 4/10 work schedule, the employee is entitled to take the day off, without a reduction in pay, in recognition of the holiday. These employees are entitled to request another day off in recognition of their regularly scheduled day off. The requested day off must be within the same month and work week as the holiday and it must be pre-approved by the employee’s supervisor. If the day off is not approved by the supervisor, it is lost. If the workday is a nine (9) hour day, the employee must use on 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

## **SECTION 10 – VACATION LEAVE**

leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

**9.7 Holidays – Part-Time Employees.** Permanent, part-time employees are entitled to observe a holiday (day off work) in the same ratio as the number of hours in the part time employee's weekly schedule bears to forty (40) hours.

**A. Holiday 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 his/her number of position hours bears to forty (40) hours, multiplied by 8 (hours), without a reduction in pay. For example, a part time employee whose position hours are 24 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.”

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 accrual balances, leave without pay (AWOP) will be authorized.

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

## **SECTION 10 – VACATION LEAVE**

**10.1 Vacation Accrual Rates.** Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

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

## **SECTION 11 – SICK LEAVE**

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**10.2 Vacation Allowance for Separated Employees.** On separation from County service an employee shall be paid for any unused vacation credits at the employees then current pay rate.

**10.3 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 reaches 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 first 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 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 first appear on the employee's April 10, 2007 pay warrant.

## **SECTION 11 – SICK LEAVE**

**11.1 Sick Leave.** Employees are entitled to accrue paid sick leave credit in accordance with the provisions of the County Salary Regulations and Administrative Bulletin No. 411.7 (Sick Leave Policy) adopted on October 17, 1997, as periodically amended.

**11.2 Part-Time Employees.** Part-time employees are entitled to accrue paid vacation and sick leave credit on a pro-rata basis.

**SECTION 12 – LEAVE OF ABSENCE**

**12.1 Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the District Attorney.

**12.2 General Administration** – Leave 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 engage in a course of study which will increase the employee's skills upon return to the position.
  - 5. For other reasons or circumstance acceptable to the District Attorney.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the reason 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 the family care leave arises.
- C. A leave with pay may be for a period not to exceed one (1) year.

**12.3 Family Care Leave or Medical Leave.** Upon request to the District Attorney, 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 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 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.

**12.4 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.

## **SECTION 12 – LEAVE OF ABSENCE**

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**12.5 Intermittent Use of Leave.** The twelve (12) week entitlement may be used 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. 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.

**12.6 Aggregate Use for Spouse.** 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 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.

**12.7 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 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;

## **SECTION 13 - HEALTH, LIFE & DENTAL CARE**

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 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.

## **SECTION 13 - HEALTH, LIFE & DENTAL CARE**

**13.1 Health Plan Coverages:** The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) hours or more 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:

1. Contra Costa Health Plans (CCHP)
2. Kaiser Permanente Health Plan
3. Health Net
4. Delta Dental
5. DeltaCare (PMI)

**SECTION 13 - HEALTH, LIFE & DENTAL CARE**

Medical Plans:

All employees will have access to the following medical plans:

1. CCHP Plan A & Plan B
2. Kaiser Permanente Plan A & Plan B
3. Health Net HMO Plan A & Plan B
4. Health Net PPO Plan A
5. Kaiser High Deductible Health Plan

Health Net PPO Plan B will be eliminated for all employees beginning January 1, 2018.

In the event that a medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081), such plan(s) will be eliminated for all employees beginning January 1, 2018.

**13.2 Monthly Premium Subsidy:**

- 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
Kasier 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

- 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 or dental plan, for any plan year, the County’s contribution will not exceed one hundred percent (100%) of the applicable plan premium.

## **SECTION 13 - HEALTH, LIFE & DENTAL CARE**

- D. In the event that a provider no longer offers to the County a medical or dental plan listed in this Section 13 or a provider and the County do not renew a medical or dental plan listed in this Section 13, 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.

### **13.3 Retirement Coverage:**

A. Upon Retirement:

1. Upon retirement and for the term of this agreement, 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 Heath/Dental monthly premium subsidies for eligible retirees and their eligible family members set forth in subsection 13.2 (Monthly Premium Subsidy).
2. Any person who becomes age 65 on or after December 14, 2010, and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
3. For employees hired on or after December 14, 2010, 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 or dental plan without any County premium subsidy.

- 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.



## **SECTION 13 - HEALTH, LIFE & DENTAL CARE**

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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 10<sup>th</sup> 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 Subsection 13.3 (Retirement Coverage) paragraph A as similarly situated retirees who did not defer retirement are entitled.
  5. Deferred retirees may elect health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to Subsection 13.3 (Retirement Coverage) paragraph A as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
  6. Employees who elect deferred retirement will not be eligible in any event for County health or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
  7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for health/dental coverage as similarly situated retirees who did not defer retirement.
- C. Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree

## **SECTION 13 - HEALTH, LIFE & DENTAL CARE**

health/dental coverage pursuant to subsection 13.3 (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 13.3 (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 13.3 (Retirement Coverage) only, “eligible family members” does not include Survivors of employees or retirees.

**13.4 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 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.

**13.5 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:
  - 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.

## **SECTION 13 - HEALTH, LIFE & DENTAL CARE**

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.

### **13.6 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.
- B. All dependents as defined in Section 13.5 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 13.6 (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.

**SECTION 13 - HEALTH, LIFE & DENTAL CARE**

**13.7 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 13.2.A. 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	\$530.56	\$1,049.81	\$1,646.89
Contra Costa Health Plans (CCHP), Plan B	\$549.42	\$1,068.65	\$1,737.03
Kaiser Permanente Health Plan A	\$435.38	\$803.96	\$1,493.79
Kaiser Permanente Health Plan B	\$445.04	\$881.68	\$1,407.40
Health Net HMO Plan A	\$669.34	\$1,131.34	\$2,280.09
Health Net HMO Plan B	\$662.01	\$1,280.20	\$2,060.75
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
Kaiser High Deductible Health Plan	\$447.04	\$916.72	\$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 13.7.A. for medical plans.

C. 2016 Plan Premium Amounts: For purposes of calculating the County and Employee cost-sharing increases described in subsection 13.7.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
Kaiser High Deductible Health Plan	\$470.10	\$940.21	\$1,410.32

**13.8 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. For Deputy District Attorneys, additional Group Term Life Insurance in the amount of forty-five thousand dollar (\$45,000) will be provided by the County.

## **SECTION 13 - HEALTH, LIFE & DENTAL CARE**

**13.9 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.

**13.10 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.

**13.11 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.

**13.12 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 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.

**13.13 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.

**13.14 Prevailing Section.** To the extent that any provision of this Section 13 (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 13 (Health, Life and Dental Care) will prevail.

**13.15 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.

## **SECTION 14 – CATASTROPHIC LEAVE BANK**

**13.16 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.

**13.17 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.

**13.18 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.

**13.19 Health Benefit Coverage for Employees Not Otherwise Covered.** To access County health plans, an employee 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 County health insurance plans. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

## **SECTION 14 – CATASTROPHIC LEAVE BANK**

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

- A. The County Human Resources Department operates a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or personal holiday credit be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours

## **SECTION 14 – CATASTROPHIC LEAVE BANK**

either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition. Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability that manifests itself during employment.

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

## **SECTION 15 – TRAVEL REIMBURSEMENT**

- I. No employee has any entitlement to catastrophic leave benefits. The award of Catastrophic Leave is at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits May be denied, or awarded for less than six (6) months. The committee may limit benefits in accordance with available contributions and choose from among eligible applicants on an anonymous basis those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee has fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.
  
- J. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

## **SECTION 15 – TRAVEL REIMBURSEMENT**

The County will pay a mileage allowance for the use of personal vehicles on County business at the rate allowed by the Internal Revenue Service (IRS) as a tax deductible expense, adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the IRS, whichever is later. This section will be administered in accordance with Administrative Bulletin 111.7.

## **SECTION 16 – RETIREMENT**

**16.1 Contribution.** Effective on September 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 Contra Costa County Employees' Retirement Association, without the County paying any part of the employees' contribution. Employees are also responsible for the payment for 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. The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

**16.2 414H2 Participation.** The County will continue to implement Section 414(h) (2) of the Internal Revenue Code which allows the County Auditor-Controller to reduce the gross monthly pay of employees by an amount equal to the employee's total contribution to the County Retirement System before Federal and State income taxes are withheld, and forward that amount to the Retirement system. This program of deferred retirement contribution will be universal and non-voluntary as is required by statute.



## **SECTION 17 – PROFESSIONAL EXPENSES**

### **16.3 Retirement Benefits – Employees Who Become Members of CCCERA After December 31, 2012.**

- A. For employees who become members of the Contra Costa County Employees Retirement Association (CCCERA) after December 31, 2012, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent PEPRA conflicts with any provision of this Agreement, PEPRA will govern.
- B. For employees who become members of the Contra Costa County Employees Retirement Association (CCCERA) after December 31, 2012, 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.
- C. The County will seek legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to employees who, under PEPRA, become New Members of CCCERA. As soon as feasible, the County and the Association shall work actively and cooperatively, in good faith, in support of the legislation. The Association must support the legislation, in addition to the County, by calling and sending a letter (on Association letterhead) in support of the bill to the state legislator sponsoring the bill, on or before the date specified by the County. In addition, if requested by the County, the Association must testify in support of the bill before the state legislative committees considering the bill. The parties' obligation hereunder shall continue until the effective date of such legislation, notwithstanding the failure to obtain such legislation in any particular legislative session, unless otherwise mutually agreed upon by the County and the Association.

## **SECTION 17 – PROFESSIONAL EXPENSES**

**17.1** The County shall reimburse each Deputy District Attorney up to a maximum of six hundred dollars (\$600) for each fiscal year for the following types of expenses: membership dues in legal, professional associations; purchase of legal publications; legal on-line computer services; and training and travel costs for educational courses related to the duties of a Deputy District Attorney; and software and hardware from a standardized County approved list or with Department Head approval. Each Deputy District Attorney agrees to comply with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors. Certification regarding compliance with the County's Computer Use and Security Policy may be required.

The reimbursement of training expenses includes books and is governed by any Administrative Bulletins on Travel or Training.

Each professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt).

## **SECTION 18 – BILINGUAL PAY DIFFERENTIAL**

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

**17.2** The County will pay, on behalf of Deputy District Attorneys, California State Bar membership dues (but not penalty fees) and for criminal specialization fees. To be eligible, an employee must be employed as a Deputy District Attorney with the Contra Costa County District Attorney's Office as of January 1 of each calendar year.

The Office of the District Attorney will notify the Auditor-Controller by January 10<sup>th</sup> of each year the count of eligible attorneys and the amount to be paid to the State Bar.

The Auditor-Controller will prepare one check to the State Bar of California for annual membership dues by January 20<sup>th</sup>.

The Office of the District Attorney will process payment and any required documentation to the State Bar of California by January 30, of each year.

## **SECTION 18 – BILINGUAL PAY DIFFERENTIAL**

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

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

## **SECTION 19 – WORKERS' COMPENSATION**

A permanent non-safety employee shall continue to receive the appropriate percent of regular monthly salary for all accepted claims filed before January 1, 2000. 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 eighty-seven percent (87%) to eighty-six percent (86%). For all accepted claims filed with the County on or after January 1, 2007, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty-six percent (86%) to eighty percent (80%). For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty percent (80%) to seventy-five percent (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.

- A. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured

## **SECTION 18 – BILINGUAL PAY DIFFERENTIAL**

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.

- B. Continuing Pay. Permanent employees shall continue to receive the appropriate percentage as outlined above of their regular monthly salary during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in 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 under Workers' Compensation Law set forth in Part 2, Article 3 of the Workers' Compensation Laws of California.. When any disability becomes medically permanent and stationary and/or maximum medical improvement, the salary provided in 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.

The County contribution to the employee's group medical plan shall continue during any period of compensable temporary disability absence.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one (1) injury or illness.

- C. 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 supervisor of the appointment at least three (3) working days prior to the appointment or as soon as the employee aware the appointment has been made. Said visits are to be scheduled contiguous to either the beginning or end of the

## **SECTION 20 – LONGEVITY PAY**

scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

- D. **Applicable Pay Beyond One Year.** If an injured employee remains eligible for temporary disability beyond one (1) year, applicable salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits. If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.
- E. **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 applicable 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.

- F. **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.
- G. **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

## **SECTION 20 – LONGEVITY PAY**

- A. **Longevity Differential.** Permanent, full-time and part-time employees who have completed ten (10) years of Contra Costa County service will 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. **Longevity Differential.** Permanent, full-time and part-time employees who have completed fifteen (15) years of Contra Costa County service will 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 fifteen (15) year service award.
- C. **Longevity Differential.** Permanent, full-time and part-time employees who have completed twenty (20) years of Contra Costa County service will receive a two

## **SECTION 21 – DEFERRED COMPENSATION INCENTIVE**

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 November 1, 2012, this longevity differential will be paid prospectively only from November 1, 2012.

## **SECTION 21 – DEFERRED COMPENSATION INCENTIVE**

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

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

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

- B. Special Benefit for Permanent Employees Hired on and after January 1, 2011:
- Beginning on April 1, 2011 and for the term of this Agreement, 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:
    - The employee must be hired by Contra Costa County on or after January 1, 2011.

## **SECTION 21 – DEFERRED COMPENSATION INCENTIVE**

- b. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.
  - c. The employee must have been employed by Contra Costa County for at least 90 calendar days.
  - d. The employee must contribute a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.
  - e. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.
  - f. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.
- C. No Cross Crediting: The amounts contributed by the employee and the County pursuant to Subsection B do not count towards the “Qualifying Base Contribution Amount” or the “Monthly Contribution Required to Maintain Incentive Program Eligibility” in Subsection A. Similarly, the amounts contributed by the employee and the County pursuant to Subsection A do not count towards the employee’s \$25 per month minimum contribution required by Subsection B.
- D. Maximum Annual Contribution: All of the employee and County contributions set forth in Subsections A and B will be added together to ensure that the annual maximum contribution to the employee’s deferred compensation account does not exceed the annual maximum contribution rate set forth in the United States Internal Revenue Code.
- E. Deferred Compensation Plan – Loan Provision: On June 26, 2012 the Board of Supervisors adopted Resolution 2012/298 approving a side letter with the Coalition Unions to allow a Deferred Compensation Plan Loan 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.

## **SECTION 22 – ANNUAL ADMINISTRATIVE LEAVE**

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. The County's website provides employees with the following information:
  - a. Deferred Compensation Loan Provision
  - b. FAQ's for the Loan Provision including loan status upon termination of employment and the consequences of defaulting on a loan
  - c. Pros and Cons of borrowing from the Deferred Compensation Plan
  - d. Loan Application and Agreement

## **SECTION 22 – ANNUAL ADMINISTRATIVE LEAVE**

- A. On January 1st of each year, full-time employees in paid status and in the classifications of District Attorney – Basic Level, Deputy District Attorney – Advanced, and Deputy District Attorney Fixed Term will be credited with ninety four (94) hours of paid Administrative Leave. Employees appointed after July 1<sup>st</sup> will be credited for forty seven (47) hours of annual administrative leave on the first succeeding January 1<sup>st</sup> and will be credited for ninety four (94) hours annually thereafter. Annual Administrative leave must be used during the calendar year in which it is credited and any unused hours may not be carried forward.
- B. Permanent part-time employees are eligible for administrative leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for administrative leave.
- C. Employees appointed (hired or promoted) are eligible for administrative leave on the first day of the month following their appointment date and will receive annual administrative leave in accordance with subsection A., above.

**SECTION 23 – VACATION BUY-BACK**

**A. For Employees Hired Before January 1, 2012:**

Deputy District Attorney – Basic Level, Deputy District Attorney – Advanced, and Deputy District Attorney Fixed Term, may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once in each calendar year; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any calendar year is one-third (1/3) of the annual accrual.

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

**B. For Employees Hired On and After January 1, 2012.**

Employees promoted or hired by the County into any classification represented by the Deputy District Attorneys 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 Deputy District Attorneys Association will retain that benefit after promoting into a classification represented by the Deputy District Attorneys Association.

**SECTION 24 – SICK LEAVE INCENTIVE**

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

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



## **SECTION 25 – COMPUTER VISION CARE (CVC) USERS EYE EXAM**

D. Payout is by the following schedule:

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

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

## **SECTION 25 – COMPUTER VISION CARE (CVC) USERS EYE EXAM**

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

Employees certified for examination under this program must make their request through the Benefits Service Unit of the County Human Resources Department. Should prescription CVC eyeglasses be prescribed for the employee following the examination, the County agrees to provide, at no cost, basic CVC eye wear consisting of a fifty dollar (\$50) frame and single, bifocal or trifocal lenses. Employees may, through individual arrangement between the employee and the employees' doctor and solely at the employee's expense, include blended lenses and other care, services or materials not covered by the Plan.

## **SECTION 26 – LONG-TERM DISABILITY INSURANCE**

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

## **SECTION 27– ATTORNEY FIXED-TERM CLASSES**

- A. The Fixed-Term (2KWD) attorney class is ineligible for the following benefits:
1. Longevity Pay Plan
  2. Management Life Insurance

## ***SECTION 28 – LAW SCHOOL STUDENT LOAN REIMBURSEMENT PROGRAM***

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3. Management Long-Term Disability
  4. Attorney Professional Development Reimbursement Fund fifty percent (50%) of the benefit is available on January 1 and fifty percent (50%) is available on July 1.
- B. Employees in the Fixed-Term Attorney class will be credited hours paid administrative leave each January 1, subject to the provisions of the MOU.

### **SECTION 28 – LAW SCHOOL STUDENT LOAN REIMBURSEMENT PROGRAM**

For purposes of retention and to bridge the gap between the newer attorneys and those attorneys that qualify for longevity pay.

- A. Eligibility: Fixed term employees and those employees that are converted from fixed term to regular employees. The measuring period runs from date of hire to anniversary date. Such payments shall only be made to employees on the payroll as of the date of ratification of this agreement.
- B. Qualifying amounts and terms:
- i. If during or upon completion of the third consecutive year of employment as a full-time Deputy District Attorney Fixed-Term employee (hereafter “fixed term employee”), a fixed term employee is employed as a Deputy District Attorney - Basic Level (hereafter “regular employee”), such employee is eligible to receive \$2,000 for purposes of reimbursement for law school student loan payments.
  - ii. For those employees that are not retained and not converted to regular employees, upon completion of their ninth consecutive month of employment in their third year, an amount not to exceed \$1000 will be payable to eligible employees.
  - iii. After conversion from a fixed-term employee to a regular employee in the fourth full year of employment with the County, at the conclusion of twelve consecutive months of service, the eligible Deputy District Attorneys are eligible to receive \$3000 for purposes of reimbursement for law school student loan payments.
  - iv. After the completion of the fifth full year of employment as a regular full-time employee, (twelve consecutive months of service) the eligible Deputy District Attorneys are eligible to receive \$4000 for purposes of reimbursement for law school student loan payments.
  - v. For persons employed less than forty hours per week, the law school reimbursement amount shall be adjusted proportionately to the

## **SECTION 29 – SERVICE AWARDS**

- percentage of time the person is actively working throughout the respective year.
- vi. Employee must supply documentation reflecting the existence of an outstanding student loan and annual payment record for the student loan during the preceding twelve months.
  - vii. This Law School Loan Reimbursement Program becomes effective one month after approval by the Board of Supervisors. Third year employees that reached their anniversary date in December 2007, and have been converted to regular employees, after completing 12 consecutive months of employment with the District Attorneys office are eligible to receive \$2000 reimbursement subject to supplying the requisite documentation.
  - viii. This program is not available to those attorneys that have paid off their law school student loans or to those attorneys that have not incurred student loans.
  - ix. Maximum loan reimbursement for eligible employees shall be for a period not to exceed three years.
  - x. The law school loan reimbursement program will not exceed \$9000 for any one person.
  - xi. The above payments are subject to applicable state and federal withholding, if any.
  - xii. The terms and conditions are subject to language approved by the County's Auditor's Office.

## **SECTION 29 – SERVICE AWARDS**

- A. 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 procedure shall apply with respect to service awards:

- 1. Presentation Before the Board of Supervisors  
An employee with 20 or more years of service may go before the Board of Supervisors to receive his/her service award.

When requested by the Department, the Human Resources Department will make arrangements for the presentation ceremony before the Board of Supervisors and notify the Department as to the time and date of the Board meeting.

- 2. Service Award Day Off

## **SECTION 30 – LOSS OR DAMAGE TO PERSONAL PROPERTY**

Employees with 15 or more years of service are entitled to take a day off with pay at each five (5) year anniversary.

## **SECTION 30 – LOSS OR DAMAGE TO PERSONAL PROPERTY**

The loss or damage to personal property of employees is subject to reimbursement. 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. Reimbursement for loss or damage of personal property shall be in accordance with Administrative Bulletin 518.2 (May 23, 1989).

## **SECTION 31 – 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 32 - SCOPE OF AGREEMENT AND SEVERABILITY OF PROVISIONS**

**32.1 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.

**32.2 Severability 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.

**32.3 Personnel Management Regulations.** The Personnel Management Regulations formerly governed the District Attorneys as non-represented management. The Deputy District Attorney Association was formally recognized as the bargaining

**SECTION 30 – LOSS OR DAMAGE TO PERSONAL PROPERTY**

agent of Contra Costa District Attorneys on March 17, 2007. This MOU now governs the employment of the District Attorneys subject to matters that are accepted subjects of bargaining. 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.

**32.4 Duration of Agreement.** This Agreement will continue in full force and effect from July 1, 2015 to and including June 30, 2018. Said Agreement shall automatically renew from year to year thereafter unless the Association or the County 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: \_\_\_\_\_

**Contra Costa County:**  
*(Signature / Printed Name)*

**DDAA:**  
*(Signature / Printed Name)*

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## **ATTACHMENTS**

**ATTACHMENT A      CLASS AND SALARY LISTING**

**ATTACHMENT B      MEDICAL/DENTAL PLANS COPAYS**

DEPUTY DISTRICT ATTORNEYS' ASSOCIATION  
CLASS AND SALARY LISTING  
Effective 7/1/2015

Job code	Class Title	Flex Staff (F)/ Deep Class (D)	Salary Range	
			From	To
2KTG	DEPUTY DISTRICT ATTORNEY-ADV		\$10,934.03	\$12,069.12
2KTF	DEPUTY DISTRICT ATTORNEY-BASIC		\$8,978.59	\$10,939.54
2KWD	DEPUTY DISTRICT ATTORNEY-FT		\$6,475.26	\$6,961.00

**MEDICAL/DENTAL PLANS**  
**July 1, 2015 through June 30, 2018**

**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 and Co-Insurance**

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



KAISER PERMANENTE HDHP	<ul style="list-style-type: none"> <li>\$1500 Deductible Per Person</li> <li>\$3000 Deductible Per Family</li> <li>10% Office Visit Coinsurance (After Deductible)</li> <li>10% Urgent Care Coinsurance (After Deductible)</li> <li>10% Lab &amp; X-Ray Coinsurance (After Deductible)</li> <li>\$10 Generic Rx (After Deductible)</li> <li>\$30 Brand-Name Rx (After Deductible)</li> <li>10% Inpatient Hospitalization Coinsurance (After Deductible)</li> <li>10% Outpatient Surgery &amp; ER Coinsurance (After Deductible)</li> <li>\$3000 per Person Annual Out of Pocket Maximum</li> <li>\$6000 per Family Annual Out of Pocket Maximum</li> </ul>
HEALTH NET HMO Plan A (*):	<ul style="list-style-type: none"> <li>\$10 Office Visit</li> <li>\$10 Preferred Generic RX</li> <li>\$20 Preferred Brand RX</li> <li>\$35 Non-Preferred Brand or Generic RX</li> <li>\$25 Emergency Room</li> </ul>
HEALTH NET HMO Plan B:	<ul style="list-style-type: none"> <li>\$20 Office Visit</li> <li>\$50 Urgent Care Visit</li> <li>\$1000 Inpatient Hospital Co-pay</li> <li>\$500 Out-Patient Surgery Co-pay</li> <li>\$100 Emergency Room Co-pay</li> <li>\$10 Preferred Brand RX</li> <li>\$20 Non-Preferred Brand RX</li> <li>\$35 Non-Preferred Brand or Generic RX</li> <li>\$2000 per person and \$6000 per family Annual Out of Pocket Maximum</li> </ul>
HEALTH NET PPO Plan A (*):	<ul style="list-style-type: none"> <li>\$10 Office Visit in network</li> <li>\$5 Preferred Generic RX</li> <li>\$5 Preferred Brand RX</li> <li>\$5 Non-Preferred Brand or Generic RX</li> <li>\$50 Emergency Room Deductible, 10% Co-Insurance</li> </ul>
HEALTH NET PPO Plan B (*):	<ul style="list-style-type: none"> <li>\$500 Deductible Per Person</li> <li>\$1500 Deductible Per Family</li> <li>\$20 Office Visit in network</li> <li>80% / 20% For Most In-Network Benefit</li> <li>60% / 40% For Most In-Network Benefit</li> <li>\$10 Preferred Generic RX</li> <li>\$20 Preferred Brand RX</li> <li>\$35 Non-Preferred Brand or Generic RX</li> <li>\$50 Emergency Room Deductible, 30% Co-Insurance</li> </ul>

\* This plan is not available to employees hired on or after January 1, 2016

**CONTRA COSTA COUNTY  
DEPUTY DISTRICT ATTORNEYS' ASSOCIATION**

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Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 20, 2015

Subject: Salary Resolution No. 2015/407 Increasing Salaries of Certain Unrepresented Attorneys

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/407 regarding salary increases for the Assistant County Counsel-Exempt (2ED1); Assistant District Attorney-Exempt (2KD3); Assistant Public Defender-Exempt (25D2); Attorney Advanced-Child Support Services (29TA); Attorney Basic-Child Support Services (29VA); Attorney Entry-Child Support Services (29WA); Chief Asst. County Counsel-Exempt (2ED2); Chief Asst. District Attorney-Exempt (2KD2); Chief Assistant Public Defender-Exempt (25D1); Chief Trial Deputy Public Defender (25DB); Civil Litigation Attorney-Advanced (2ETG); Civil Litigation Attorney-Basic (2ETE); Civil Litigation Attorney-Standard (2ETF); Deputy County Counsel-Advanced (2ETK); Deputy County Counsel-Advanced-Exempt (2ET3); Deputy County Counsel-Basic (2ETH); Deputy County Counsel-Basic-Exempt (2ET1); Deputy County Counsel-Standard (2ETJ); Deputy County Counsel-Standard-Exempt (2ET2); Senior Deputy District Attorney-Exempt (2KD1); Senior Financial Counsel-Exempt (2ED3); and Supervising Attorney-Child Support Services (29HA) classifications.

**FISCAL IMPACT:**

The estimated cost of this action is \$422,000 for FY 2015/16 (\$422,000 from the 5% wage increase for nine months, \$107,000 of this is pension cost); \$1.1 million for FY 2016/17 (\$563,000 from the previous wage increase, \$143,000 of this is pension cost, \$506,000 from the second 4.5% increase, \$129,000 is pension cost); and \$1.6 million for FY 2017/18 (\$1.1 million from the previous wage increases, and \$506,000 for the third increase of 4.5%). The estimated cost of the three fiscal years is \$3.1 million.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 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: Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources

BACKGROUND:

Contra Costa County has historically tied unrepresented attorney classes to the represented classes in the Contra Costa Defenders' and Deputy District Attorney' Associations for purposes of salary parity. On October 20, 2015, the Board of Supervisors will consider adopting a new memorandum of understanding with the Deputy District Attorney' Associations that included wage increases. Resolution No. 2015/407 increases unrepresented attorney classification salaries by 5.0% effective October 1, 2015, 4.5% effective July 1, 2016, and 4.5% effective July 1, 2017 in order to retain parity with represented attorney classes.

CONSEQUENCE OF NEGATIVE ACTION:

The County could be detrimentally impacted by the potential loss of highly-trained legal personnel.

ATTACHMENTS

Resolution No. 2015/407

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

Adopted this Resolution on 10/20/2015 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2015/407**

**In The Matter Of:** Salary Increases for unrepresented attorney classifications in the District Attorney, Public Defender, County Counsel, and Child Support Services Departments

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:**

Contra Costa County will implement the following salary increases for the classifications of Assistant County Counsel-Exempt (2ED1); Assistant District Attorney-Exempt (2KD3); Assistant Public Defender-Exempt (25D2); Attorney Advanced-Child Support Services (29TA); Attorney Basic-Child Support Services (29VA); Attorney Entry-Child Support Services (29WA); Chief Asst. County Counsel-Exempt (2ED2); Chief Asst. District Attorney-Exempt (2KD2); Chief Assistant Public Defender-Exempt (25D1); Chief Trial Deputy Public Defender (25DB); Civil Litigation Attorney-Advanced (2ETG); Civil Litigation Attorney-Basic (2ETE); Civil Litigation Attorney-Standard (2ETF); Deputy County Counsel-Advanced (2ETK); Deputy County Counsel-Advanced-Exempt (2ET3); Deputy County Counsel-Basic (2ETH); Deputy County Counsel-Basic-Exempt (2ET1); Deputy County Counsel-Standard (2ETJ); Deputy County Counsel-Standard-Exempt (2ET2); Senior Deputy District Attorney-Exempt (2KD1); Senior Financial Counsel-Exempt (2ED3); and Supervising Attorney-Child Support Services (29HA):

- Effective October 1, 2015 5.0% increase
- Effective July 1, 2016 4.5% increase
- Effective July 1, 2017 4.5% increase

I hereby certify that this 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: October 20, 2015**

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

By: , Deputy

**cc:** Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 20, 2015

Subject: Salary Resolution No. 2015/408 Increasing Salaries for Unrepresented Fire Safety Management

---

**RECOMMENDATION(S):**

Acting as the Governing Body of the Contra Costa County Fire Protection District, ADOPT Resolution No. 2015/408 regarding salary increases for unrepresented fire safety management classifications in the Contra Costa County Fire Protection District.

**FISCAL IMPACT:**

The estimated cost of this action is \$67,600 for FY 2015/16 (6% for nine months, \$21,100 of this is pension cost and 2% for six months, \$12,300 is pension cost); \$98,400 for FY 2016/17 (\$73,800 from the previous wage increase, \$28,200 of this is pension cost, \$24,600 from the second 2.0% increase, \$4,700 is pension cost); and \$123,000 for FY 2017/18 (\$98,400 from the previous wage increases, and \$24,600 for the third increase of 2.0%). The estimated cost of the three fiscal years is \$289,000.

**BACKGROUND:**

Historically, the wages and benefits granted by the District to its unrepresented safety management employees have paralleled the wages and benefits negotiated by the District with the United Chief Officers' Association. On August 25, 2015, the Governing Body of the Contra Costa County Fire Protection District adopted a new memorandum of understanding with the United Chief Officers' Association that included wage increases. Resolution No. 2015/408 increases unrepresented safety management classifications in order to retain parity with represented fire classifications.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 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: Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources



BACKGROUND: (CONT'D)

>

In summary the resolution provides:

- Effective October 1, 2015 the salary schedule for the Fire Marshal will be increased by 3.98%;
- Effective October 1, 2015 6% general increase;
- Effective January 1, 2016 2% general increase; and
- Effective July1, 2017 2% general increase

CONSEQUENCE OF NEGATIVE ACTION:

The District could be detrimentally impacted by the potential loss of highly-trained personnel and it may become more difficult to attract candidates for promotion.

ATTACHMENTS

Resolution No. 2015/408

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

Adopted this Resolution on 10/20/2015 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2015/408**

**In the Matter of:** Salary Increases for unrepresented Fire safety management classification in the Contra Costa County Fire Protection District

The Contra Costa County Board of Supervisors acting as the Governing Board of the Contra Costa County Fire Protection District RESOLVES THAT:

1. The District will implement a one time salary increase to the classification of Fire Marshal (RJGA), effective October 1, 2015, of 3.98%; and
2. The District will implement general salary increases for the classifications of Assistant Fire Chief-Exempt (RPB1); Assistant Fire Chief-Group 1 (RPBA); Deputy Fire Chief-Exempt (RPB2); Fire Marshal (RJGA); Fire Chief-Contra Costa (RPA1); Fire Training Chief (RWHA); Supervising Fire Inspector (RJHC):
  - Effective October 1, 2015 6.0% increase
  - Effective January 1, 2016 2% increase
  - Effective July 1, 2017 2% increase

I hereby certify that this 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: October 20, 2015**

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

By: , Deputy

**cc:** Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors

From: David Twa, County Administrator

Date: October 20, 2015

Subject: Contra Costa County Fire Management Resolution No. 2015/403, which Supersedes Resolution No. 2012/505

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**RECOMMENDATION(S):**

Acting as the Governing Body of the Contra Costa County Fire Protection District, ADOPT Resolution No. 2015/403, which supersedes Resolution No. 2012/505, regarding compensation and benefits for unrepresented fire safety management classifications in the Contra Costa County Fire Protection District.

**FISCAL IMPACT:**

The FY 2015/16 fiscal impact of the increase to uniform allowance is estimated to be under \$200; the VDT eyewear adjustment is an administrative change as the actual dollar amount has been \$50 for several years; and the change to health care contributions is under \$4,000.

**BACKGROUND:**

The Management Resolution for the Contra Costa County Fire Protection District has been modified in the following ways:

1. Section 2.12 is amended to provide that 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.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 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: Harjit S. Nahal, Assistant County Auditor, Ann Elliott, Employee Benefits Manager

## BACKGROUND: (CONT'D)

>

2. In Section 4.13, language is 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, and to clarify retirement benefits for reciprocal Safety Members of CCCERA.
3. Section 17 is amended to update the dollar amount for VDT eyewear to the current \$50.
4. Section 19 is amended to increase the uniform allowance to \$54.50 per month.
5. The new classification of Deputy Fire Chief-Exempt (RPB2) is added to the list of classes on the face sheet to which the Resolution applies. The Deputy Fire Chief-Exempt is excluded from section 15 and included in sections 20 and 22.
6. The classification of Fire Training Chief (RWHA) was removed from the face sheet and section 20 as it is now a represented classification.

## CONSEQUENCE OF NEGATIVE ACTION:

Benefits for District management employees will be significantly different than represented employees' benefits, potentially making it more difficult to attract candidates for promotion.

## ATTACHMENTS

Resolution No. 2015/403

Body of Fire Management Resolution No. 2015/403

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

Adopted this Resolution on 10/20/2015 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2015/403**

**In the Matter Of:** Compensation and Benefits for Contra Costa County Fire Protection District Unrepresented Fire Safety Management Employees

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

Effective upon adoption by the Board of Supervisors and continuing to June 30, 2016, and until further Order of the Board, the Board adopts the attached program of compensation and benefits for Contra Costa County Fire Protection District Unrepresented Safety Management employees in the classifications listed below. Except for Section 3 of Resolution No. 2002/615, this Resolution supersedes all previous resolutions providing compensation and benefits for the employees in classifications listed below, including but not limited to Resolution No. 2012/505.

Job Code	Job Title
RPB1	Assistant Fire Chief-Exempt
RPBA	Assistant Fire Chief-Group I
RPB2	Deputy Fire Chief- Exempt
RJGA	Fire Marshal
RPA1	Fire Chief-Contra Costa
RJHC	Supervising Fire Inspector

Unless expressly provided otherwise, this Resolution is subject to the provisions of appropriate Administrative and Personnel Bulletins, the 1937 County Employees Retirement Act, the County Salary Regulations, and the County Personnel Management Regulations. Unrepresented safety management employees include employees in classified, exempt, and project classifications. This Resolution is organized in two parts to distinguish those general Fire District benefits provided to unrepresented safety management employees (Part I) and those benefits provided exclusively to the Fire Chief (Part II). Unless otherwise expressly provided, compensation and benefits under this Resolution are authorized only for permanent and project employees who work full time or part time, no less than twenty (20) hours per week.

The full text of this Resolution 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: October 20, 2015**

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

By: , Deputy

**cc:** Harjit S. Nahal, Assistant County Auditor, Ann Elliott, Employee Benefits Manager

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**I. BENEFITS FOR UNREPRESENTED SAFETY MANAGEMENT EMPLOYEES IN THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

**1. Leaves With and Without Pay**

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

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

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

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

1.11 Definitions:

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

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

Workweek for Employees on Regular and Flexible Work Schedules: For employees on regular and flexible work schedules, the workweek begins at 12:01a.m. on Monday and ends at twelve midnight on Sunday.

1.12 Holidays Observed: Employees on regular and flexible work schedules are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the District.

1.13 Holidays – Flexible Work Schedules: When a holiday falls on the regularly scheduled day off of any employee who is on a flexible work schedule, the employee is entitled to take the day off, without a reduction in pay, in recognition of the holiday. These employees are entitled to request another day off within the same work week in recognition of their regularly

scheduled day off. The requested day off must be within the same work week as the holiday and it must be pre-approved by the employee's supervisor. If the day off is not approved by the supervisor, it is lost. If the approved day off is a nine (9) hour workday, the employee must use one (1) hour of non-sick-leave accruals. If the approved day off is a ten (10) hour workday, the employee must use two (2) hours of non-sick-leave accruals. If the employee does not have any non-sick-leave accrual balances, leave without pay (AWOP) will be authorized.

- 1.14 Holidays – Part-Time Employees: Permanent, part-time employees are entitled to observe a holiday (day off work) in the same ratio as the number of hours in the part-time employee's schedule bears to forty (40) hours.
- 1.15 No Overtime Pay, Holiday Pay, or Comp Time: Employees are not entitled to receive overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Employees who are unable or not permitted to observe a holiday (take the day off), are authorized to receive overtime pay ONLY IF the employee is on the Overtime Exempt Exclusion List (see Section 9.10).
- 1.16 Personal Holiday Credit: Employees are entitled to accrue two (2) hours of personal holiday credit each month. This time is prorated for part-time employees. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from District service, employees are paid for any unused personal holiday credits at the employee's then current rate of pay, up to a maximum of forty (40) hours.
- 1.17 Vacation: Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

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

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

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

- 1.18 Sick Leave: Employees are entitled to accrue paid sick leave credit in accordance with the provisions of the County Salary Regulations and District Personnel Bulletin No. 21 (Sick Leave Policy) adopted on August 10, 1995, as periodically amended.
- 1.19 Part-Time Employees: Part-time employees are entitled to accrue paid vacation and sick leave credit on a pro-rata basis.
- 1.20 Family Care Leave: The provisions of Section 1006.3 of the Contra Costa County Personnel Management Regulations and Resolution No. 94/416, as amended, relating to Leaves of Absence and Family Care Medical Leave apply to all employees covered by this Resolution.
- 1.21 Leave Without Pay - Use of Accruals: The provisions of Section 1006.6 of the Contra Costa County Personnel Management Regulations, as amended, relating to use of accruals while on leave without pay, apply to all employees covered by this Resolution.

## **2. Health, Dental and Related Benefits**

### **2.A. Health Plans**

- 2.10 Health Plan Coverages: Group health benefits through the California Public Employees' Retirement System (CalPERS) are provided for all permanent full-time employees.

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, including but not limited to eligibility, benefit levels, benefit plans, minimum premium subsidies, and costs.

- 2.11 Contra Costa Health Plan (CCHP): Because CCHP has met the minimum standards required under PEMHCA and is approved as an alternative CalPERS plan option, employees and COBRA counterparts may elect to

enroll in CCHP under the CalPERS plan rules and regulations.

2.12 Health Plan Monthly Premium Subsidy: The District's subsidies to the CalPERS monthly health plan premiums are as provided below. The employee must pay any Health Plan premium costs that are greater than the District's subsidies identified below.

a. Health Plan Premium Subsidy:

1. District Premium Subsidy through November 30, 2015. Beginning on January 1, 2010, and through November 30, 2015, the amount of the District premium subsidy that is paid for employees and eligible family members is a set dollar amount and is not a percentage of the premium charged by the plan. The District will pay the CalPERS statutory minimum employer monthly health plan premium subsidy or the following monthly health plan premium subsidy, whichever is greater:

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

2. 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 + 1, employee + 2 or more) towards the covered employee's CalPERS or CalPERS Alternative Plan (CCHP) premium.

3. 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 percent (50%) of the monthly premium increase above the 2016 plan premiums.

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

2.13 Retirement Coverage: Government Code section 22892 applies to all employees covered by this Resolution.

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

**2.B. Dental and Life Insurance Plans**

2.15 Dental Program: Every permanent employee may participate in any available County Group Dental Plan. The District may change dental plan providers at any time during the term of this resolution.

2.16 Dental Plan Premium Subsidy: The dental plan premium subsidies set forth below are provided only for permanent full-time employees and permanent part-time employees regularly scheduled to work at least twenty (20) hours per week. The employee will pay any dental plan costs that are greater than the District's premium subsidies set forth below.

a. Beginning on January 1, 2010, and for each calendar year thereafter, the amount of the District premium subsidy that is paid for employees and eligible family members is a set dollar amount and is not a percentage of the premium charged by the dental plan. The District will pay the following monthly dental plan premium subsidies:

Delta Dental with CCHP A or B:

Single: \$41.17

Family: \$93.00

Delta Dental with any CalPERS health plan

Single: \$34.02

Family: \$76.77

Delta Dental without a health plan

Single: \$43.35

Family: \$97.81

DeltaCare (PMI) with CCHP A or B

Single: \$25.41

Family: \$54.91

DeltaCare (PMI) with any CalPERS health plan

Single: \$21.31

Family: \$46.05

DeltaCare (PMI) without a health plan

Single: \$27.31

Family: \$59.03

b. If the District contracts with another dental plan, the District will determine the monthly dollar premium subsidy that it will pay to that dental plan for employees and their eligible family members.

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

## 2.17 Retirement Coverage:

### a. Upon Retirement:

1. Upon retirement and for the term of this resolution, employees and their eligible family members 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 dental plan monthly premium subsidies set forth in Section 2.16, subsection a., for eligible retirees and their eligible family members.

2. For employees hired on or after January 1, 2009 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 (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from District employment and (ii) 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.

3. For purposes of this section 2.17 only, "eligible family members" does not include Survivors of employees or retirees.

- 2.18 Life Insurance Benefit Under Health and Dental Plans: For 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.
- 2.19 Supplemental Life Insurance: In addition to the life insurance benefits provided by this resolution, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand dollars (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.
- 2.20 Premium Payments: Employee participation in any 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 to the dental and life insurance premium is payable monthly. If an employee's compensation in any month (including during a leave of absence) is not sufficient to pay the employee share of the premium, the employee must pay the difference to the Auditor-Controller. The responsibility for this payment rests solely with the employee.
- 2.21 Family Member Eligibility Criteria: 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:
      - (1) under age 19; or
      - (2) Age 19 or above, but under age 24; and who
        - i. Resides with the employee for more than 50% of the year, excluding time living at school; and,
        - ii. Receives at least 50% of support from employee; and
        - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
    - d. Employee's disabled child who is over age 19, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child's

attainment of age 19.

2. "Employee's child" includes natural child, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

## **2.C. General Provisions**

### **2.22 Extended Coverage:**

a. An employee on approved leave without pay for more than thirty (30) days may continue his/her health/dental/life insurance coverage provided that the employee pays his/her share of the monthly premium during said leave.

b. An employee who separates from District employment is covered by his/her District health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from District employment may continue Group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

2.23 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 departments, upon request. In addition, the County Benefits Service Unit will publish and distribute to employees and departments information about rate changes as they occur during the year.

### **2.24 Dual Coverage:**

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

b. All dependents 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.

c. For purposes of Section 2.24, only, "District" includes the County of Contra Costa, the Contra Costa County Fire Protection District, and all other special districts governed by the Board of Supervisors.



- 2.25 Catastrophic Leave Program: All employees are included in the District's Program and may designate a portion of their accrued vacation, administrative leave or personal holiday credit to be deducted from existing balances and credited to a specific eligible employee. To utilize this program, all recipient requests must be submitted to the Fire Chief for review and recommendation to the County Administrator. The County Administrator will make final decision as to approval or denial of the request to use accruals in the Catastrophic Leave Bank.
- 2.26 Health Care Spending Account: After six (6) months of permanent employment, 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 pre-determined amount of money from their pay, before taxes, for health care expenses not reimbursed by any other health benefit plan. 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.
- 2.27 PERS Long-Term Care: The District will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.
- 2.28 Dependent Care Assistance Program: The District will continue to offer the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but 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.
- 2.29 Premium Conversion Plan: The District will continue to offer a Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.
- 2.30 Prevailing Section: To the extent that any provision of this Section (Section 2. Health, Dental and Related Benefits) is inconsistent with any provision of any other District or County enactment or policy, including Administrative Bulletins, County Salary Regulations, and County

Personnel Management Regulations, or any other resolution or order of the Board of Supervisors, acting in any of its various capacities including as the Governing Board of the Contra Costa County Fire Protection District, the provisions of this Section (Section 2. Health, Dental and Related Benefits) will prevail.

### **3. Mileage Reimbursement**

The District will pay a mileage allowance for the use of personal vehicles on District business at the rate allowed by the Internal Revenue Service (IRS) as a tax deductible expense, adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the IRS, whichever is later.

### **4. Retirement Benefits**

- 4.10 Contribution. Employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contribution determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association, without the District paying any part of the employees' share. Employees are also responsible for payment of the employees' contribution for the retirement cost-of-living program as determined annually by the Board of Retirement, without the District paying any part of the employees' contribution.
- 4.11 Safety Employees Retirement- Tier A- Employees Who Became Safety Members of CCCERA Before January 1, 2013. The retirement formula of "3 percent at 50" applies to all employees who became Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012. The cost-of-living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average. This retirement benefit will be known as Safety Tier A. Each employee will pay nine percent (9%) of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.
- 4.12 Employees with More Than 30 Years of Continuous Service as Safety Members- Tier A. Beginning on January 1, 2008 and pursuant to Government Code section 31664.1, current and future employees in classifications that are governed by this Resolution and designated by the Contra Costa County Employees' Retirement Association as safety members with credit for more than thirty (30) years of continuous service

as safety members, will not make payments from their retirement base to pay part of the employer's contribution towards the cost of Safety Tier A.

4.13 Safety Employees Retirement- Safety PEPRA Tier- Employees Who Become Safety Members of CCCERA on or after January 1, 2013.

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

b. 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.

c. Sections 4.11 and 4.12, above, apply to employees who, under PEPRA, become reciprocal Safety Members of CCCERA in Tier A, as determined by CCCERA.

**5. 414H2 Participation**

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

**6. Training**

6.10 Career Development Training Reimbursement: All full-time employees are eligible for career development training reimbursement not to exceed seven hundred fifty dollars (\$750) per fiscal year. The reimbursement of training expenses includes books and is governed by any Administrative Bulletins on Travel or Training.

6.11 Management Development Policy: Employees are authorized to attend professional training programs, seminars, and workshops, during normal work hours at the discretion of their Fire Chief, for the purpose of developing knowledge, skills, and abilities, in the areas of supervision, management, and County/District policies and procedures. Up to thirty (30) hours of such training time is recommended annually.

- a. The District is encouraged to provide for professional development training exceeding thirty (30) hours annually for people newly promoted to positions of direct supervision.
- b. Priority is given to professional training programs offered through the County Training Institute. Other related and appropriate training/education resources approved by the District are also allowable.
- c. 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). Provision for eligibility and reimbursement identified in Administrative Bulletin 112.9.
- d. The Fire Chief is responsible for authorization of individual professional development reimbursement requests. Reimbursement is through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

**7. Bilingual Pay Differential:**

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

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

**8. Higher Pay for Work in a Higher Classification:**

The County Salary Regulations notwithstanding, when an employee is required to work in a higher paid classification, the employee will receive the higher compensation for such work, pursuant to the County Salary Regulations, plus any differentials and incentives the employee would have received in his/her regular position. Unless the Board has by Resolution otherwise specified, the higher pay entitlement will begin on the 41st consecutive hour in the assignment.

**9. Other Terms and Conditions of Employment:**

- 9.10 Overtime Exempt Exclusion: Employees in unrepresented classifications are overtime exempt and are not eligible for overtime pay, holiday pay,

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

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

**10. Management Longevity Pay**

10.10 Ten Years of Service: Employees who have completed ten (10) years of service for the District are eligible to receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.

10.11 Fifteen Years of Service: Employees who have completed fifteen (15) years of service for the District are eligible to receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For employees who completed fifteen (15) years of service on or before January 1, 2008, this longevity differential will be paid prospectively only from January 1, 2008.

**11. Deferred Compensation**

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

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

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the eighty five dollar (\$85) 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 medical leave or an approved financial hardship withdrawal will not

be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to reestablish eligibility.

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

**12. Annual Management Administrative Leave**

a. On January 1st of each year, full-time employees will be credited with ninety four (94) hours of paid Management Administrative Leave. This time is non-accruable and all balances will be zeroed out on December 31 of each year.

b. Permanent part-time employees are eligible for Management Administrative Leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for Management Administrative Leave.

c. Employees appointed (hired or promoted) to unrepresented management positions are eligible for Management Administrative Leave on the first day of the month following their appointment date and will receive Management Administrative Leave on a prorated basis for that first year.

d. Employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by twenty-five percent (25%) each time the employee is on the List. The twenty-five percent (25%) reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Annual Management Administrative Leave.

**13. Management Life Insurance**

Employees are covered at District expense by term life insurance in the amount of fifty seven thousand dollars (\$57,000) in addition to the insurance provided under Section 2.18.

**14. Vacation Buy Back**

**A. For Employees Hired Before October 1, 2011:**

Until close of business on September 30, 2011, employees hired before

October 1, 2011, may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once in each calendar year; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any calendar year is one-third (1/3) of the annual accrual.

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

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

**B. For Employees Hired On and After October 1, 2011:**

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

**15. Professional Development Reimbursement**

With the exceptions of the Fire Chief, Assistant Chief(s), and Deputy Fire Chief, employees are eligible for reimbursement of up to six hundred twenty-five dollars (\$625) for calendar year 2008 and for each two (2) year period thereafter, for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) from a standardized County-approved list or with Fire Chief approval, provided each employee complies with the provisions of the County's Computer Use and Security Policy adopted by the Board of Supervisors and manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.



Individual professional development reimbursement requests must be approved by the Fire Chief. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

**16. Sick Leave Incentive Plan**

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

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

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

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

f. It is the intent of the Board of Supervisors that payments pursuant to this section preclude County retirement benefits resulting from employment by this County/District governed by the Board.

**17. Video Display Terminal (VDT) Users Eye Examination**

Employees are eligible to receive an annual eye examination on District time and at District expense provided that the employee regularly uses a video

display terminal at least an average of two (2) hours per day as certified by the Fire District.

Employees certified for examination under this program must make their request through the Benefits Service Unit of the County Human Resources Department. Should prescription VDT eyeglasses be prescribed for the employee following the examination, the District agrees to provide, at no cost, basic VDT eyewear consisting of a fifty dollar (\$50) frame and single, bifocal or trifocal lenses. Employees may, through individual arrangement between the employee and the employee's doctor and solely at the employee's expense, include blended lenses and other care, services or materials not covered by the Plan.

**18. Long-Term Disability Insurance**

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

**19. Uniform Allowance**

Effective October 1, 2015, the monthly uniform allowance for all employees in classes for which a uniform is required shall be fifty-four dollars and fifty cents (\$54.50) per month.

**20. Fire Management Educational Allowance Program**

Employees in the specified Fire District management classifications who possess the certificates or educational degrees set forth below and/or meet the continuing educational requirements set forth below, are eligible for professional development educational allowances under the conditions set forth below. This program is intended to encourage the professional development of eligible Fire District Management personnel.

Only the following classifications are eligible to participate in this educational allowance program:

- Assistant Fire Chief–Exempt (RPB1)
- Deputy Fire Chief- Exempt (RPB2)
- Fire Marshal (RJGA)
- Supervising Fire Inspector (RJHC)

Only the following job-related certificates and degrees are eligible for this program:

- a. A Certificate of Achievement in Fire Technology, Business Administration, Management and Supervision, or a related field from an accredited college.
- b. An Associated 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. A Chief Officer Certificate issued by the Office of the State Fire Marshal.
- d. A Baccalaureate Degree from an accredited college or university with a major in Business, Public Administration, or a related field.

All allowances will be designated as either temporary or permanent and will be awarded in increments of two and one-half percent (2.5%) times the employee's base rate of pay. The combined temporary and permanent educational allowances awarded to any employee may not exceed seven and one-half percent (7.5%) times the employee's base rate of pay.

The following conditions must be satisfied in order to earn the designated allowance:

#### **Temporary Allowance**

A temporary allowance of two and one-half percent (2.5%) times the employee's base rate of pay may be awarded for annually completing at least forty (40) hours of pre-approved education or training or at least three (3) pre-approved college semester units (or equivalent quarter units), or a pre-approved combination thereof, in pursuit of any one of the certificates or degrees set forth in options (a) through (d) above or as pre-approved by the Fire Chief.

A temporary allowance is effective for a period of only twelve (12) months, commencing on the first day of the month after proof of completion of course work is received and approved by the Fire Chief or designee. Temporary allowances automatically terminate at the end of month twelve (12).

#### **Permanent Allowances**

A permanent allowance of two and one-half percent (2.5%) times the employee's base rate of pay may be awarded for possession of one (1) of the certificates or degrees set forth in options (a) through (d) above. Only one (1) two and one-half percent (2.5%) permanent allowance is available within this category.

In the alternative, a permanent allowance of five percent (5%) may be

awarded for possession of those certificates or degrees in the following combinations only: (1) options (b) and (c) or (2) options (a) and (d). An employee receiving the five percent (5%) permanent allowance may not also receive the two and one-half percent (2.5%) permanent allowance.

This program is subject to appropriate administrative guidelines and controls promulgated by the Fire Chief and approved by the Director of Human Resources to ensure that the standards set forth herein are met.

Verification of eligibility must be by the Fire Chief or designee. Payment of any of the allowances set forth herein begins on the first day of the month following the month in which the Fire Chief verifies eligibility for that allowance.

**21. Fire Services Emergency Recall and Standby Differential**

Effective September 1, 2002, each employee assigned to standby and emergency recall duty for a minimum of two (2) weeks each month is eligible for a salary differential in the amount of five percent (5%) times the employee's base rate of pay. Each employee assigned to standby and emergency recall duty for one (1) week in each four (4) consecutive week period is eligible to receive a differential in the amount of two and one-half percent (2.5%) times the employee's base rate of pay.

**22. Executive Professional Development Reimbursement**

In lieu of the benefits provided in Section 15, the Fire Chief, Assistant Chief(s), and Deputy Fire Chief are eligible for reimbursement of up to nine hundred twenty-five dollars (\$925) for calendar year 2008 and for each two (2) year period thereafter, for memberships in professional organizations, subscriptions to professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) from a standardized County-approved list or with Fire Chief approval, provided each employee complies with the provisions of the County's Computer Use and Security Policy adopted by the Board of Supervisors and manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

Individual professional development reimbursement requests must be approved by the Fire Chief. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or cancelled check). Certifications regarding compliance with County's Computer Use and Security Policy may be required.

## **II. BENEFITS FOR FIRE CHIEF**

As the Chief Officer of the Fire District and an Appointed Department Head, the Fire Chief receives the benefits provided under Part I, except as modified below:

### **23. Automobile**

The District will provide the Fire Chief with an appropriate vehicle. The Fire Chief is not eligible for an Automobile Allowance.

### **24. Executive Life Insurance**

In lieu of the insurance provided in Part I, Section 13, the Fire Chief is covered, at District expense, by term life insurance in the amount of sixty thousand dollars (\$60,000), additional to the insurance provided under Section 2.18.

### **25. Fire Management Educational Reimbursement**

The Fire Chief is entitled to be reimbursed by the District for all Fire Management educational expenses (tuition, fees, books, and the like) incurred by the Fire Chief during his tenure as Fire Chief.

### **26. No Fire Services Emergency Recall and Standby Differential**

The Fire Chief is not eligible for the Fire Services Emergency Recall and Standby Differential set forth in Part I, Section 21 of this Resolution.

### **27. No Vacation Buy Back**

The Fire Chief is not eligible for the Vacation Buy Back plan set forth in Part I, Section 14 of this Resolution.

### **28. Modified Personal Holiday Credit Maximum**

Notwithstanding Section 1.16 in Part I, the Fire Chief may accrue no more than twenty four (24) hours of personal holiday credit. Further, on separation from District service, the Fire Chief will be paid for any unused personal holiday credits at his/her current rate of pay, up to a maximum of twenty four (24) hours.

*[end]*



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: October 20, 2015

Subject: APPROVE Contract Amendment No. 1 with DKS Associates.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with DKS Associates to extend the termination date from October 23, 2015, to April 23, 2017, and increase the payment limit by \$170,000 to a new payment limit of \$820,000, to provide Area of Benefit (AOB) Program Updates, Countywide. (100% Area of Benefit Funds)

**FISCAL IMPACT:**

100% Area of Benefit Funds.

**BACKGROUND:**

On October 23, 2012, the Board of Supervisors approved a contract with DKS Associates to provide Transportation AOB Update Consultant services. Transportation Engineering staff recommends extending the contract term from October 23, 2015 to April 23, 2017, with an increase to the original payment limit of \$170,000, for a total of \$820,000 to allow for completion of the Consultant's work on the AOB Program Updates

**CONSEQUENCE OF NEGATIVE ACTION:**

Without Board approval, the County will not be able to complete the work on the AOB Program Updates.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Mary Halle  
(925)313-2327

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

By: , Deputy

cc:

ATTACHMENTS

Contract Amendment No.

1



**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT**

*(To be used only for Architectural, Engineering or Land Surveying Services.)*

1. Identification of Agreement to be Amended.
  - (a) Effective Date of Agreement: October 23, 2012
  - (b) Agency: Contra Costa County Public Works Department
  - (c) Subject: AOB Program Updates
  
2. Parties. Agency, and the following named Consultant, mutually agree and promise as follows:
  - (a) Consultant's Name & Address: DKS Associates  
1970 Broadway, Suite 740  
Oakland, CA 94612
  
  - (b) Type of Business Entity: Corporation  
  
(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)  
  
If corporation, identify state of incorporation: CA
  
3. Project Name, Number, & Location. Area of Benefit Program Updates  
Various,  
Contra Costa County
  
4. Amendment Date. The effective date of this Amendment to Consulting Services Agreement is October 23, 2015.
  
5. Amendment Specifications. The Agreement identified above is hereby amended as set forth in the Amendment Specifications attached hereto and incorporated by reference.
  
6. Signatures. The signatures set forth below attest the parties' agreement hereto:





**AGENCY**

(a) **If Amendment is approved by Agency's governing body (required if total Payment Limit of original Agreement and Amendment exceeds \$100,000, or if original Agreement was approved by Agency's governing body):**

AGENCY,  By _____ Board Chair/Designee	ATTEST: Clerk of the Board of Supervisors  By _____ Deputy
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(b) **If Amendment is approved by County Purchasing Agent:**

AGENCY,  By _____ County Purchasing Agent or Designee
--

**APPROVALS**

RECOMMENDED BY DEPARTMENT

By \_\_\_\_\_  
Designee

FORM APPROVED BY COUNTY COUNSEL

By \_\_\_\_\_  
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By \_\_\_\_\_  
Designee

### **AMENDMENT SPECIFICATIONS**

Due to an unanticipated increase in County's need for Contractor's services in the areas of: community outreach efforts; collaboration with community stakeholders; data collection; and a fundamental update in legislation governing the traffic mitigation fee program, in exchange for the mutual promises set forth herein, County and Consultant agree to amend the Agreement as follows:

1. Section 3 (Term) of the Agreement is hereby amended by changing the termination date from October 23, 2015 to a new termination date of April 23, 2017.
2. Section 4 (Payment Limit) of the Agreement is hereby amended by increasing the payment limit by \$170,000 from \$650,000 to a new Payment Limit of \$820,000.

All other terms and conditions referenced in the original Agreement entered into on October 23, 2012, between County and Consultant remain in full force and effect.

Intentionally left blank.



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: October 20, 2015

Subject: Notice of Completion of Contract for the 2015 Asphalt Rubber Cape Seal Project, Richmond and Blackhawk areas.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/378 accepting as complete the contracted work performed by American Pavement Systems, Inc., for the 2015 Asphalt Rubber Cape Seal Project, as recommended by the Public Works Director, Richmond and Blackhawk areas. Project No. 0672-6U2149-15

**FISCAL IMPACT:**

Project is funded by 100% Local Road Funds.

**BACKGROUND:**

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of September 29, 2015.

**CONSEQUENCE OF NEGATIVE ACTION:**

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

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Kevin Emigh,  
925-313-2233

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2015/378



Recorded at the request of: **Public Works Department**

Return To: **Janet Dowling, 925-313-2330**

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

Adopted this Resolution on 10/20/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

---

Resolution No. 2015/378

In the Matter of Accepting and Giving Notice of Completion of Contract for the 2015 Asphalt Rubber Cape Seal Project, Richmond and Blackhawk areas. Project No. 0672-6U2149-15

WHEREAS the Board of Supervisors RESOLVES that on June 16, 2015, the County contracted with American Pavement Systems, Inc. for the work generally consisting of applying an asphalt rubber chip seal covered with a Type II slurry seal to approximately 259,020 square yards of roadway located at two sites within Contra Costa County. Site 1 is located in the East Richmond Heights area of west Contra Costa County and has a total roadway area of 172,430 square yards. Site 2 is located in the Shadow Creek area of Blackhawk in the East Contra Costa area and has a total roadway area of 86,590 square yards. Work also included installation of 40 survey monuments, surface preparation (not including base failure repairs and crack sealing by others), striping removal, and placement of thermoplastic striping and pavement markings in the Richmond and Blackhawk area, with Travelers Casualty and Surety Company of America as surety, for work to be performed on the grounds of the County; and

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of September 29, 2015.

NOW THEREFORE, BE IT RESOLVED said work is ACCEPTED as complete on said date, and the Clerk shall file with the County Recorder a copy of this resolution and Notice as a Notice of Completion for said contract.

Contact: **Kevin Emigh, 925-313-2233**

I hereby certify that this is 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 20, 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: October 20, 2015

Subject: Notice of Completion of Contract for the 2015 Pavement Surface Treatment Project, Alamo area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/379 accepting as complete the contracted work performed by Telfer Highway Technologies for the 2015 Pavement Surface Treatment Project, as recommended by the Public Works Director, Alamo area. Project No. 0672-6U2148-15

**FISCAL IMPACT:**

Project was funded by 97% Local Road Funds and 3% Monument Preservation Funds.

**BACKGROUND:**

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of September 23, 2015.

**CONSEQUENCE OF NEGATIVE ACTION:**

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

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Kevin Emigh,  
925-313-2233

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2015/379

Recorded at the request of: **Public Works Department**

Return To: **Janet Dowling, 925-313-2330**

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

Adopted this Resolution on 10/20/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

---

Resolution No. 2015/379

In the Matter of Accepting and Giving Notice of Completion of Contract for the 2015 Pavement Surface Treatment Project, Alamo area. Project No. 0672-6U2148-15

WHEREAS the Board of Supervisors RESOLVES that on June 16, 2015, the County contracted with Telfer Highway Technologies for the work generally consisting of pavement failure repair and applying a surface treatment to streets in the Alamo area as shown on the plans. Work also included surface preparation, tree trimming, striping removal, adjusting monuments to finished grade and placement of thermoplastic striping and pavement markings in the Alamo area, with Western Surety Company as surety, for work to be performed on the grounds of the County; and

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of September 23, 2015.

NOW THEREFORE, BE IT RESOLVED said work is ACCEPTED as complete on said date, and the Clerk shall file with the County Recorder a copy of this resolution and Notice as a Notice of Completion for said contract.

Contact: **Kevin Emigh, 925-313-2233**

I hereby certify that this is 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 20, 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: October 20, 2015

Subject: Fully close a portion of Knightsen Avenue and all of 2nd Street, for the purpose of Christmas Parade and Tree Lighting, Knightsen area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/384 approving and authorizing the Public Works Director, or designee, to fully close a portion of Knightsen Avenue between Curlew Connex and Delta Road, and fully close all of 2nd Street on November 28, 2015 from 2:00 p.m. through 7:00 p.m., for the purpose of a Christmas Parade and Tree Lighting, Knightsen area. (District III)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Applicant shall follow guidelines set forth by the Public Works Department.

**CONSEQUENCE OF NEGATIVE ACTION:**

Applicant will be unable to close the roads for planned activities.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Bob Hendry,  
925-674-7744

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

By: , Deputy

cc: Engineering Services Originator: B. Hendry, CHP, Sheriff Dispatch

ATTACHMENTS

Resolution No.

2015/384

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

Adopted this Resolution on 10/20/2015 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2015/384**

IN THE MATTER OF approving and authorizing the Public Works Director, or designee, to fully close a portion of Knightsen Avenue between Curlew Connex and Delta Road, and fully close all of 2nd Street, on November 28, 2015 from 2:00 p.m. through 7:00 p.m., for the purpose of a Christmas Parade and Tree Lighting, Knightsen area. (District III)

RC14-13

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Knightsen Garden Club to fully close Knightsen Avenue between Curlew Connex and Delta Road, and fully close all of 2nd Street, except for emergency traffic, on November 28, 2015 for the period of 2:00 p.m. through 7:00 p.m., subject to the following conditions:

1. Traffic will be detoured via neighboring street per traffic control plan reviewed by Public Works.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Knightsen Garden Club shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

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

**Contact: Bob Hendry, 925-674-7744**

**ATTESTED: October 20, 2015**

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

By: , Deputy

**cc:** Engineering Services Originator: B. Hendry, CHP, Sheriff Dispatch



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: October 20, 2015

Subject: Replace and Supersede Resolution No. 2015/232 for minor subdivision MS93-00021, Diablo area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/388 to replace and supersede Resolution No. 2015/232 for minor subdivision MS93-00021, for a project being developed by Michael P. Scarpelli, as recommended by the Public Works Director, Diablo area. (District III)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The number of the bond was reported incorrectly in Resolution No. 2015/232 of July 7, 2015, for minor subdivision MS93-00021. The correct bond number is needed to determine the correct surety bond to be exonerated when the minor subdivision is complete.

The surety company mistakenly issued two bonds with the same number. To rectify the situation, the surety company needs to amend the bond number.

**CONSEQUENCE OF NEGATIVE ACTION:**

The surety bond number being exonerated when the minor subdivision is complete will not be the same as the surety bond number being held from the developer.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

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

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

By: , Deputy



ATTACHMENTS

Resolution No.

2015/388

Bond No. Endorsement

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 10/20/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

---

Resolution No. 2015/388

IN THE MATTER OF correcting an error on Resolution No. 2015/232 for minor subdivision MS93-00021, for a project being developed by Michael P. Scarpelli, as recommended by the Public Works Director, Diablo area. (District III)

WHEREAS the Public Works Director has notified this Board that certain information on the following Board Resolution was incorrect.

NOW, THEREFORE, BE IT RESOLVED that, on the recommendation of the Public Works Director, the following resolution is hereby CORRECTED: Minor subdivision MS93-00021 (Resolution No. 2015/232):

SURETY BOND NUMBER AS ACCEPTED: PB02321700010

SURETY BOND NUMBER AS CORRECTED: PB02321700009

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

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

**ATTESTED: October 20, 2015**

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

By: , Deputy

**cc:** Engineering Services Originator: K. Dahl, Michael P. Scarpelli 3836 Antonini Way Pleasanton CA 94566, Philadelphia Indemnity Insurance Co. 251 S. Lake Ave., Ste. 360, Pasadena 91101



**PHILADELPHIA  
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

Bond Number :  
**PB02321700010**

**ENDORSEMENT**

To be attached to and form a part of **PB02321700010** Bond, issued by the undersigned company, as Surety on behalf of **Michael P. Scarpelli** as Principal, in favor of **County of Contra Costa** as Obligee,

Effective **04/06/2015**, the Principal and the Surety hereby agree to amend the attached bond as follows:

**To Amend the Bond Number:**

**From: PB02321700010**

**To: PB02321700009**

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: July 21, 2015

Michael P. Scarpelli  
(Principal)

By: \_\_\_\_\_

Philadelphia Indemnity Insurance Company  
(Surety)

By: \_\_\_\_\_

Keith W. Newell, Attorney In Fact

County of Contra Costa  
(Obligee)

By: \_\_\_\_\_

Obligee: Please sign endorsement and return to our office.

Endorsement Number: **01**

**DIRECT CORRESPONDENCE TO:**

Philadelphia Insurance Companies, 251 S. Lake Ave., Suite 360, Pasadena, CA 91101  
PHONE (626) 639-1326

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary 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 Los Angeles

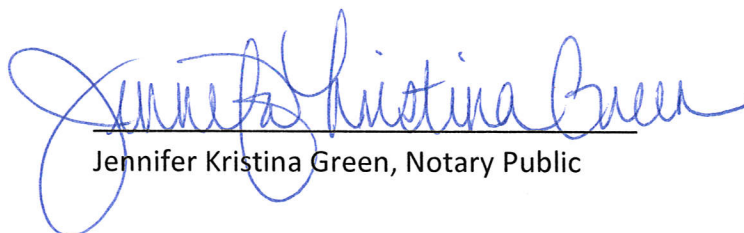
Bond No.: PB02321700009

On July 21<sup>st</sup>, 2015 before me, **Jennifer Kristina Green, Notary Public**, personally appeared Keith W. Newell, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



  
Jennifer Kristina Green, Notary Public

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Keith W. Newell of HUB International Insurance Services Inc.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**

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 PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

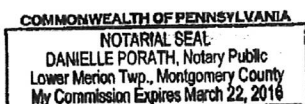
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: \_\_\_\_\_

residing at: \_\_\_\_\_

Bala Cynwyd, PA

(Notary Seal)

My commission expires: \_\_\_\_\_

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of July, 2013



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Santa Clara )

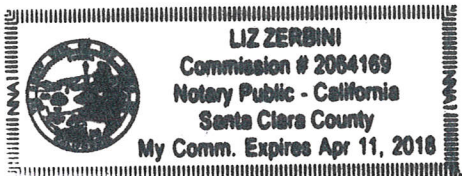
On AUGUST 31, 2015 before me, LIZ ZERBINI, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL P. SCARPELLI  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: October 20, 2015

Subject: Accepting an Offer of Dedication for Drainage Purposes for minor subdivision MS00-0003, Alamo area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/387 accepting an Offer of Dedication for Drainage Purposes for minor subdivision MS00-0003, for a project being developed by ONY Homes, LLC, as recommended by the Public Works Director, Alamo area. (District II)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Offer of Dedication for Drainage Purposes is required per Condition of Approval No. 41.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Offer of Dedication for Drainage Purposes will not be recorded.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: 10/20/2015  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Jocelyn LaRocque,  
925-313-2315

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

By: , Deputy

ATTACHMENTS

Resolution No.

2015/387



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 10/20/2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

---

Resolution No. 2015/387

IN THE MATTER OF accepting an Offer of Dedication for Drainage Purposes for minor subdivision MS00-0003, for a project being developed by ONY Homes, LLC, as recommended by the Public Works Director, Alamo area. (District II)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED FOR RECORDING ONLY:

INSTRUMENT: Offer of Dedication for Drainage Purposes

REFERENCE APNs: 192-210-028, 192-210-029, and 192-210-030

GRANTOR: ONY Homes, LLC

AREA: Alamo

DISTRICT: II

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

**ATTESTED: October 20, 2015**

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

Contact: Jocelyn LaRocque, 925-313-2315

By: , Deputy

cc: Engineering Services Originator: K. Dahl, Current Planning - DCD, ONY Homes, LLC 1127 Livorna Road, Alamo CA 94507



Contra  
Costa  
County

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: October 20, 2015

Subject: On-Call Contract with C & S Engineers Inc. for the Buchanan Field and Byron Airports

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute an on-call contract with C & S Engineers, Inc. effective November 1, 2015 to October 31, 2020, in an amount not to exceed \$300,000, to provide on-call design, engineering, and planning services for the Buchanan Field and Byron Airports.

**FISCAL IMPACT:**

All costs associated with this on-call contract will not exceed \$300,000 and will be funded 100% by the Airport Enterprise Fund.

**BACKGROUND:**

The Airports Division manages the two County airports; Buchanan Field and Byron. As part of this responsibility, contract services are required to augment staff and provide special technical assistance on an on-call basis. After a solicitation process, five consulting firms (Mead & Hunt, Inc., The KPA Group, C & S Engineers, Inc., Stevens + Associates, and Kimley Horn and Associates, Inc.) were selected to provide the design, engineering and planning services.

A Board Order for consideration of the contracts for Mead & Hunt, Inc., The KPA Group, Stevens + Associates, and Kimley Horn &

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 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)

Associates, Inc. will be submitted separately.

The proposed list of projects and services include but are not limited to: preparation of Federal Aviation Administration and Caltrans grant funding documents/elements, geotechnical studies, pavement evaluation studies, drainage studies, value engineering, cost estimating, review of airport development proposals, airport master planning, airport layout plan development and changes, terminal area planning, facilities construction, land acquisition, land use planning, environmental planning, updates to airport plans and manuals, lighting analysis and plans, security upgrades, airfield markings and many other professional service needs.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in project approval will result in a delay of completing a multitude of airport related projects and may cause inconsistency with current Federal, State and County requirements, policies and standards.

ATTACHMENTS

C & S Engineers, Inc. CSA-2015

## CONSULTING SERVICES AGREEMENT

*(To be used only for Architectural, Engineering or Land Surveying Services.)*

This consulting services agreement ("Agreement") is dated November 1, 2015, and is between the agency and the consultant identified below. The parties agree to each of the terms set forth below (the "Basic Terms") and to each of the terms set forth in the Attachments (as defined below).

1. Parties.

(a) Agency: *(check one)*

- Contra Costa County for its Department named below
- Contra Costa County Flood Control and Water Conservation District
- Contra Costa County Fire Protection District
- Housing Authority of the County of Contra Costa
- Contra Costa County Redevelopment Agency

(i) Department *(if applicable):* Public Works Department - Airports Division

(ii) Department Head means the individual named below or his or her designee *(check one):*

- Director of General Services
- Public Works Director/Chief Engineer
- Fire Chief
- Housing Authority Executive Director
- Director of Department of Conservation and Development

(iii) Agency Mailing Address: Contra Costa County Public Works  
Buchanan Field Airport  
550 Sally Ride Drive  
Concord, CA 94520  
Attn: Keith Freitas

(b) Consultant's Name & Address: C & S Engineers, Inc.  
8950 Cal Center Drive, Ste. 112  
Sacramento, CA 95826  
Attn: Jessica L. Bryan, P.E., C.M.

(i) Type of Business Entity: Corporation  
(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, add State of incorporation: CA

(ii) Federal Taxpayer I.D. or SSN: 13-5318940

(iii) License Number: C2258398

2. Project Name, Number, & Location: On Call Airport Engineering, Design/Architectural and Planning

3. Term. The effective date of this Agreement is November 1, 2015. It terminates on October 31, 2020 unless sooner terminated as provided herein.

4. Payment Limit. Payments under this Agreement cannot exceed: \$300,000.00.
5. Legal Authority. This Agreement is entered into under and subject to Government Code Section 4525 or Section 31000, or:
- Health and Safety Code Section 13861 (*Fire Protection District*)
  - Health and Safety Code Section 34314 (*Housing Authority*)
  - Health and Safety Code Section 33125 (*Redevelopment Agency*)
  - Other (Specify)
6. Attachments. The following documents are attached to this Agreement (the "Attachments") and are incorporated herein by reference. This Agreement includes the Basic Terms, the signature pages, and all of the Attachments.
- General Conditions (*always attached*)
  - Special Conditions (*optional*)
  - Appendix A: Scope of Services (*always attached*)
  - Appendix B: Payment Provisions, Project Personnel and Billing Rates (*always attached*)
7. Signatures. The signatures set forth below attest the parties' agreement hereto:

CONSULTANT

SIGNATURE A

Consultant's Name:

a ]

By \_\_\_\_\_

(Signature of individual or officer)

(Print name and title, if applicable)

SIGNATURE B

By \_\_\_\_\_

(Signature of individual or officer)

(Print name and title, if applicable)

Note to Consultant: If Consultant is a corporation, two officers must sign the Agreement. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

State of California )

County of \_\_\_\_\_ )

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

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

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
Signature

(Notary's Seal)

Signatures. The signatures set forth below attest the parties' agreement hereto:

**CONSULTANT SIGNATURES**

**SIGNATURE A**

**SIGNATURE B**

Consultant's Name: C&S Engineers, Inc.,

Consultant's Name: C&S Engineers, Inc.,

By [Signature]  
(Signature of individual or officer)  
John D. Trimble, President  
(Print name and title, if applicable)

By [Signature]  
(Signature of individual or officer)  
Jennifer T. Smith, Asst. Secretary  
(Print name and title, if applicable)

Note to Consultant: If Consultant is a corporation, two officers must sign the Agreement. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporation Code Section 313.) The acknowledgment below must be signed by a Notary Public.

**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.

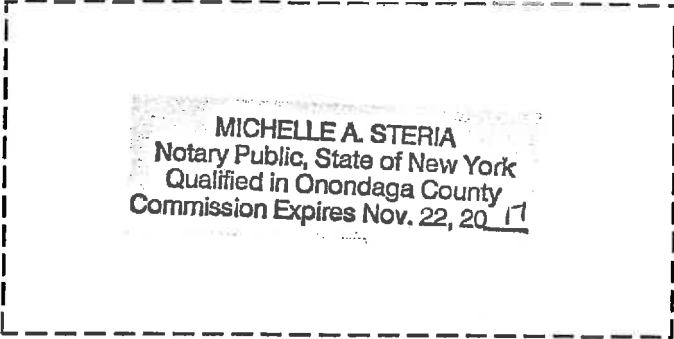
STATE OF ~~CALIFORNIA~~ New York )  
COUNTY OF Onondaga )

On October 1, 2015 (Date),  
before me, Michelle A. Steria, Notary Public (Name and Title of Officer),  
personally appeared, John D. Trimble and Jennifer T. Smith

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  
Michelle A. Steria  
Signature of Notary Public



Place Notary Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

AGENCY

(a) If Agreement is approved by Agency governing body (required if Payment Limit exceeds \$100,000):

AGENCY,

ATTEST: Clerk of the Board of Supervisors

By \_\_\_\_\_  
Board Chair/Designee

By \_\_\_\_\_  
Deputy

(b) If Agreement is approved by County Purchasing Agent:

AGENCY,

By \_\_\_\_\_  
County Purchasing Agent or Designee

COUNTY APPROVALS

RECOMMENDED BY DEPARTMENT

By \_\_\_\_\_  
Designee

FORM APPROVED BY COUNTY COUNSEL

By Kathleen M. Anderson  
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By \_\_\_\_\_  
Designee

**GENERAL CONDITIONS**  
(Consulting Services Agreement)

8. Employment/Scope of Service. Agency hereby employs Consultant, and Consultant accepts such employment, to perform the professional services as described in Appendix A (Scope of Services), upon the terms and in consideration of the payments stated herein.
9. Report Disclosure Section. Pursuant to Government Code Section 7550, Consultant shall include in all documents or written reports completed and submitted to Agency in accordance with this Agreement, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section only applies if the Payment Limit of this Agreement exceeds \$5,000. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports.
10. Insurance. Consultant may not commence work under this Agreement until it has furnished evidence of the insurance required herein to the Department Head, and the Department Head has approved it, and may not continue to perform any work under this Agreement if the insurance required herein is no longer in effect.
  - (a) Types and Amount of Insurance: Consultant, at no cost to Agency, shall obtain and maintain during the term hereof: (i) Workers' Compensation Insurance pursuant to state law, including, without limitation, California Labor Code section 3700; (ii) Professional Liability Insurance with a minimum coverage limit of \$1,000,000 for claims made in the aggregate annually and a maximum self-insured retention or self-insured retained limit of liability of \$25,000, for all damages or losses because of errors, omissions or malpractice arising out of the provision of professional services by Consultant and Consultant's subconsultants under this Agreement; and (iii) liability insurance with a minimum coverage limit of \$5,000,000 for claims made in the aggregate annually for all personal injury and property damage, to include liability assumed under this Agreement, the use of any licensed motor vehicle by Consultant or subconsultants, and naming Agency, its governing body, officers and employees as additional insureds. The policies will constitute primary insurance as to Agency and its governing body, officers and employees such that other insurance policies held by them or their self-insurance program(s) are not required to contribute to any loss covered under Consultant's insurance policy or policies.
  - (b) Certificate of Insurance: Prior to the effective date of this Agreement, Consultant shall furnish to the Department Head certificates of insurance evidencing the coverage required herein and requiring 30 days' written notice to Agency of policy lapse, cancellation or material change in coverage. If Consultant renews the insurance policy(ies) or acquires a new insurance policy(ies) or amends the coverage through an endorsement to the policy(ies) at any time during the term of this Agreement, then Consultant shall provide current certificate(s) to the Department Head.
  - (c) Warranty: Consultant represents and warrants that, as of the effective date of this Agreement, Consultant is not aware of any situation that has occurred that could reduce the limits of liability set forth above for claims made under this Agreement.
  - (d) Labor Code Section 1861 Certification: In executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
11. Payment. Agency shall pay Consultant for professional services performed as described in Appendix A at the rates shown in Appendix B, which include all overhead and incidental expenses, for which no additional compensation will be allowed. Notwithstanding the foregoing, Agency shall reimburse those incidental expenses specifically itemized in Appendix B, provided that Consultant submits copies of receipts and, if applicable, a detailed mileage log to the Department Head. In no event may the total amount paid to Consultant exceed the Payment Limit specified in Section 4, Payment Limit, without Agency's prior written approval.
  - (a) Billing Statements: Consultant shall submit billing statements in the manner and form prescribed by the Department Head detailing the work performed and listing, for each item of services, the employee categories, hours and rates. Except as otherwise provided in the Scope of Services, Consultant shall submit the billing statements no later than 30 days from the end of the month in which the services described in the billing statement were actually rendered. Except as provided in subsections (b) – (d) below, Agency will endeavor to pay Consultant within 30 days after receipt of each statement.



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- (b) Documentation: Consultant shall furnish progress reports with each billing statement at no additional charge. Consultant shall include sufficient detail in each progress report, and shall furnish to the Department Head whatever additional information is necessary, to enable the Department Head to determine whether Consultant is performing all tasks described in the Scope of Services pursuant to the schedule set forth in the Scope of Services.
- (c) Penalty for Late Submission: If Agency is unable to obtain reimbursement from the state or federal government as a result of Consultant's failure to submit to Agency a timely billing statement as set forth above, Agency will not be obligated to pay Consultant for the services included in the late billing statement.
- (d) Right to Withhold: Agency may withhold payment to Consultant following written notice to Consultant that: (i) Consultant has failed to fully perform its obligations under this Agreement (including, without limitation, any failure to submit required deliverable items according to the schedule set forth in the Scope of Services); (ii) Consultant has neglected, failed, or refused to furnish information or cooperate with any inspection, review, or audit of its work or records; or (iii) Consultant has failed to sufficiently itemize or document its billing statement.
- (e) Audit Exceptions: Consultant accepts responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Agreement. Within 30 days of demand, Consultant shall pay Agency the full amount of Agency's obligation to the state and/or federal government resulting from any audit exceptions that are attributable to Consultant's failure to properly perform any of its obligations under this Agreement.
- (f) Payment Retention: Agency may retain 10% of each billing statement as security for the fulfillment of this Agreement. After Consultant has completed all services as required under this Agreement, submitted final billing, and if the Department Head has determined that the services have been completed in accordance with this Agreement, Agency will release all withheld funds.
- (g) Penalties for False Claims: Any person who commits any of the following acts shall be liable to Agency for three times the amount of damages which Agency sustains because of the act of that person. A person who commits any of the following acts shall also be liable to Agency for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to Agency for a civil penalty of not less than \$5,000 and not more than \$10,000 for each false claim: (a) Knowingly presents or causes to be presented to an officer or employee of Agency a false claim for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by Agency. (c) Conspires to defraud Agency by getting a false claim allowed or paid by Agency. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to Agency. (e) Is a beneficiary of an inadvertent submission of a false claim to Agency, subsequently discovers the falsity of the claim, and fails to disclose the false claim to Agency within a reasonable time after discovery of the false claim. Liability under this section shall be joint and several for any act committed by two or more persons.
12. Extra Work. Any work or services in addition to the work or services described in the Scope of Services that Agency deems necessary to properly complete the work or services described in Scope of Services shall be performed by Consultant at the direction of Agency according to the rates or charges listed in Appendix B. In the event that no rate or charge is listed for a particular type of extra work, Consultant will be paid for the extra work at a rate to be mutually agreed on prior to the commencement of the extra work. In no event will Consultant be entitled to compensation for extra work unless, prior to commencement of the extra work, Agency has executed a written amendment describing the extra work and payment terms in accordance with Section 32, Amendments.
13. Time for Completion. Consultant shall complete all services covered by this Agreement no later than the end of the term as set forth above. Notwithstanding the foregoing, to the extent the Scope of Services provides for the phasing of services, Consultant shall complete all services for each phase of the project by the deadlines stated in the Scope of Services.
14. Termination by Agency. At its option, Agency may terminate this Agreement at any time by written notice to Consultant, whether or not Consultant is then in default. Upon such termination, Consultant shall, without delay, deliver to Agency all materials and records prepared or obtained in the performance of this Agreement, and Agency shall pay Consultant, without duplication, all amounts due for the services rendered up to the date of termination.

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15. Abandonment by Consultant. If Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall deliver to Agency, without delay, all materials and records prepared or obtained in the performance of this Agreement. Agency shall pay Consultant the amount it determines to be the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which Agency incurs as a result of such cessation or abandonment.
16. Ownership of Documents. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of Agency. Consultant shall retain, and make available to Agency in accordance with Section 17, Record Retention and Auditing, all materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement.
17. Record Retention and Auditing. Except for materials and records delivered to Agency, Consultant shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least five years after Consultant's receipt of the final payment under this Agreement. Upon request by Agency, Consultant shall promptly make such materials and records available to Agency, or to authorized representatives of the state and federal governments, at a convenient location within Contra Costa County designated by the Department Head, at no additional charge and without restriction or limitation on their use.
18. Independent Contractor Status. The parties intend that Consultant, in performing the services specified herein, is acting as an independent contractor and that Consultant will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association. Additionally, Consultant is not entitled to participate in any pension plan, workers' compensation plan, health plan, insurance, bonus or similar benefits Agency provides to its employees. In the event that Agency exercises its right to terminate the Agreement, Consultant expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances or laws applicable to employees.
19. Breach. If Consultant fails to perform any of the services described in this Agreement in the manner and timeframe set forth in the Scope of Services or otherwise breaches this Agreement, Agency may pursue all remedies provided by law or equity. Disputes relating to the performance of this Agreement are not subject to non-judicial arbitration.
20. Compliance with Laws. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state, or local in origin, including, but not limited to, licensing and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination and prevailing wage rates and their payment in accordance with California Labor Code Section 1775. If any federal or state regulations or laws touching upon the subject of this Agreement are adopted or revised during the term hereof, this Agreement will be deemed amended and Consultant will comply with such federal or state requirements.
21. Assignment. Consultant may not assign or transfer this Agreement, in whole or in part, whether voluntarily, by operation of law or otherwise; provided, however, Consultant may, subject to any required state or federal approval, enter into subcontracts for the portion of the services for which Consultant does not have the facilities to perform so long as Consultant obtains the Department Head's written consent to such subcontracting prior to execution of this Agreement. The Department Head may withhold consent to any proposed subcontract in his or her sole and absolute discretion. Any purported assignment, transfer or subcontract that does not comply with the terms hereof is void.
22. Endorsement on Plans. Consultant shall endorse all plans, specifications, estimates, reports and other items described in Scope of Services prior to delivering them to Agency, and, where appropriate, indicate his or her registration number.
23. Works Made for Hire; Confidentiality. All reports, original drawings, graphics, plans, studies, and other data and documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement are "works made for hire" (as defined in the Copyright Act, 17 U.S.C.A., Sections 101 *et seq.*, as amended) for Agency, and Consultant unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. If any of the works made for hire is subject to copyright protection, Agency reserves the right to copyright such works and Consultant agrees not to copyright such works. If any works made for hire are copyrighted, Agency reserves a royalty-free, irrevocable license to reproduce, publish, and

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use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so. Unless required by law, Consultant shall not publish, transfer, discuss, or disclose any of the above-described works made for hire, or any financial, statistical, personal, technical, or other data or information relative to Agency's operations, which are designated confidential by Agency and made available to Consultant in order to carry out Consultant's work under this Agreement, or any information gathered, discovered, or generated in any way through this Agreement, without Agency's prior express written consent. Permission to disclose information on one occasion or public hearing does not constitute authorization to further disclose such information on any other occasion.

24. Indemnification. Consistent with California Civil Code section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless Agency, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by Agency, Consultant shall defend any such suits at its sole cost and expense. If Agency elects to provide its own defense, Consultant shall reimburse Agency for any expenditures, including reasonable attorneys' fees and costs. Consultant's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of Agency or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, Agency for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This indemnification clause will survive the termination or expiration of this Agreement.
25. Endorsements. Consultant may not, in its capacity as a Consultant with Agency, (a) publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of Agency's governing body, (b) publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of Agency's governing body or (c) participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Consultant is not publicly endorsing a product, as long as Consultant's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Agency. Notwithstanding the foregoing, Consultant may express its views on products to other consultants, to Agency's governing body or its officers, or to others who may be authorized by Agency's governing body or by law to receive such views.
26. Project Personnel. In performing the services authorized under this Agreement, Consultant shall use the personnel listed in Appendix B. Consultant may only make changes in project personnel and authorized subconsultants with the Department Head's prior written consent, and Consultant shall notify the Department Head in writing at least thirty (30) days in advance of any proposed change. Any person proposed as a replacement shall possess training, experience, and credentials comparable to those of the person being replaced.
27. Inspection. Authorized representatives of Agency, the State of California and the United States Government may monitor, inspect, review and audit Consultant's performance, place of business and records pertaining to this Agreement. Consultant shall make these items available for inspection upon request.
28. Conflicts of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, Consultant will employ no person having any such interest. If requested to do so by Agency, Consultant shall complete a "Statement of Economic Interest" form and deliver it to the Department Head and shall require any other person doing work under this Agreement to complete a "Statement of Economic Interest" form and deliver it to the Department Head. Consultant covenants that Consultant, its employees and officials, are not now employed by Agency and have not been so employed by Agency within 12 months immediately preceding this Agreement; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code Section 1090. In addition to any indemnity provided by Consultant in this Agreement, Consultant shall indemnify, defend and hold Agency harmless from any and all claims, investigations, liabilities or damages resulting from or related to any and all alleged conflicts interest.
29. Nonrenewal. Consultant understands and agrees that there is no representation, implication, or understanding that the services provided by Consultant under this Agreement will be purchased by Agency under a new contract following expiration or

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termination of this Agreement, and Consultant waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Consultant.

30. Professional Competence: Licensure. Consultant represents and warrants that it is (i) professionally competent and able to provide the professional services described in this Agreement by reason of Consultant's personal knowledge and skill, and (ii) currently licensed by the State of California, and will remain licensed in good standing at all times during the term of this Agreement, as one or more of the following: (a) an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the California Business and Professions Code; (b) a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the California Business and Professions Code; (c) a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the California Business and Professions Code; or (d) a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the California Business and Professions Code.
31. Notices. All notices under this Agreement must be in writing, and, except as otherwise provided in the Scope of Services, sent by personal delivery (including overnight courier service) or by certified United States Mail, postage prepaid, to the parties at the addresses designated above, unless changed by written notice to the other party. Consultant shall address all notices to Agency to the Department Head. The effective date of the notice is the date of deposit in the mail or of other delivery, except that the effective date of notice to Agency is the date of receipt by the Department Head.
32. Amendments. This Agreement may be amended only by written agreement signed by both of the parties.
33. Disputes. Disagreements between Agency and Consultant concerning the meaning, requirements or performance of this Agreement are subject to final written determination of the Department Head or in accordance with the applicable procedures (if any) required by state or federal government.
34. Choice of Law and Personal Jurisdiction. This Agreement is made in Contra Costa County and is governed by, and will be construed in accordance with, the laws of the State of California. The parties, to the fullest extent permitted by law, knowingly, intentionally, and voluntarily, with and upon the advice of competent counsel, submit to personal jurisdiction in the State of California over any suit, action or proceeding arising from or relating to the terms of this Agreement.
35. No Implied Waiver. No waiver of any provision of this Agreement by Agency is valid unless it is in writing and signed by Agency. Waiver by Agency at any time of any breach of this Agreement may not be deemed a waiver of or consent to a subsequent breach of the same or any other provision of this Agreement. If Consultant's action requires the consent or approval of Agency, that consent or approval on one occasion may not be deemed a consent to or approval of that action on any later occasion or a consent to or approval of any other action. Subject to Section 33, Disputes, inspections, approvals or statements by any officer, agent or employee of Agency indicating Consultant's performance or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of Consultant's performance, or payments therefor, or any combination of these acts, does not relieve Consultant of its obligation to fulfill this Agreement as prescribed or prevent Agency from bringing an action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Agreement.
36. Successors and Assigns. Subject to Section 21, Assignment, this Agreement binds Consultant's successors, assigns, heirs, executors and personal representatives.
37. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction of any party in connection therewith.
38. Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement may not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement.
39. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement will not be affected thereby.

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40. Entire Agreement. This Agreement, together with all of the attachments listed in Section 6, Attachments, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement, and supercedes all previous communications, representations, understandings and agreements, whether verbal, written, express or implied, between the parties.
41. Authorization. Consultant, or the representative(s) signing this Agreement on behalf of Consultant, represents and warrants that Consultant has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of Consultant and to bind Consultant to its contractual obligations hereunder.

**The following provisions apply only to projects using US Department of Transportation funds.**

42. Disadvantaged Business Enterprise (DBE) Requirements (Federal aid projects only). Consultant shall comply with all applicable provisions of 49 CFR, Parts 23 and 26, and the Contra Costa County's Disadvantaged Business Enterprise (DBE) Program, which are incorporated into this Agreement by reference. In addition, in performing services under this Agreement, Consultant shall utilize all DBEs listed in Consultant's written response to Agency's request for qualifications or request for proposal and shall pay to the listed DBEs the estimated amounts listed in Appendix B attached to this Agreement. Consultant shall not substitute a listed DBE at any time or decrease the amount to be paid to a listed DBE without the advance, written consent of Agency. If a listed DBE is proposed to be replaced, Consultant shall make a good faith effort to replace the original DBE with another DBE and shall submit to Agency written documentation of such effort.
43. Federal Cost Principles and Procedures (Federal aid projects only). Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the cost principles for allowability of individual items of costs set forth in 48 CFR, Chapter 1, Part 31; (b) the administrative procedures set forth in 49 CFR, Part 18; and (c) the administrative procedures for non-profit organizations set forth in OMB Circular A-110, if applicable to Consultant. In the event that payment is made to Consultant for any costs that are determined by subsequent audit to be unallowable under 48 CFR, Chapter 1, Part 31, Consultant shall refund the payment to Agency within 30 days of written request from Agency. Should Consultant fail to do so, and should Agency file legal action to recover the refund, Consultant shall reimburse Agency for all attorneys' fees, costs, and other expenses incurred by Agency in connection with such action.
44. Prohibition of Expending Local Agency State or Federal Funds for Lobbying (Federal aid in excess of \$100,000 only). In executing this Agreement, Consultant makes the following certification, which certification is a material representation of fact relied upon by Agency in entering into this Agreement:
- (a) Certification. To the best of Consultant's knowledge and belief:
- (i) No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (ii) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (b) Penalty for Failure to File Disclosure Form. Submission of the disclosure form is a prerequisite for making or entering into this Agreement imposed by Title 31 U.S.C. Section 1352. Any person who fails to file the required disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (c) Applicability to Subconsultants. In executing this Agreement, Consultant also agrees to require that the language of this

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Section 44 be included in all contracts with subconsultants that exceed \$100,000, and that all such subconsultants shall certify and disclose accordingly.

45. Compliance with American Recovery and Reinvestment Act ("Recovery Act"). Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the statutory provisions contained in Chapter 1 of Title 23 of the United States Code; and (b) the reporting requirements, terms and conditions set forth in Sections 1201 and 1512 of the Recovery Act, and as designated by the State of California. Consultant's failure to comply with these provisions will result in retentions from progress payments due and/or other sanctions.

## Special Conditions (Consulting Services Agreement)

Consultant and Agency agree that the following Special Conditions are part of this Agreement.

As used in this Agreement, the terms "Consultant" and "Contractor" both mean C&S Engineers, Inc.

As used in this Agreement, the terms "Agency", "Local Agency", "Sponsor" and "County" all mean Contra Costa County.

As used in this Agreement, the term "Contract" has the same meaning as "Agreement" (as defined in the first paragraph of this Agreement).

1. California Labor Code Section 1771.1(a) is hereby incorporated into the Agreement as if fully set forth herein. Subject to the limited exceptions for bid purposes under Labor Code Section 1771.1(a), no contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5, and no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
2. Section 10(b) (Certificate of Insurance): of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

"(b) Certificate of Insurance: Prior to the effective date of this Agreement, Consultant shall furnish to the Contra Costa County Public Works Department (Department) certificates of insurance evidencing the coverage required herein. Additionally, no later than five days after Consultant's receipt of (i) a notice of cancellation or a notice of an intention to cancel any of Consultant's insurance coverage required by this Agreement, or (ii) a notice of a material change to Consultant's insurance coverage required by this Agreement, Consultant will provide Agency a copy of such notice of cancellation, or notice of intention to cancel, or notice of material change. Consultant's failure to provide Department the notice as required by the preceding sentence is a default under this Agreement. If Consultant renews any of the insurance policies or acquires any new insurance policies or amends the coverage through an endorsement to any policy at any time during the term of this Agreement, then Consultant shall provide current certificates to Department."
3. Section 16 (Ownership of Documents): of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

"16. Ownership of Documents. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of Agency. Consultant shall retain, and make available to Agency in accordance with Section 17 (Record Retention and Auditing) of the General Conditions, all materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement. Agency's alteration of Consultant's work product or its use by Agency for any purpose not related to this Agreement shall be at the Agency's sole risk, and without liability to Consultant."
4. Section 21 (Assignment) of the CSA General Conditions is hereby deleted in its entirety and replace with the following:

"21. Assignment. Consultant may not assign or transfer this Agreement, in whole or in part, whether voluntarily,

by operation of law or otherwise; provided, however, Consultant may, enter into subcontracts for the portion of the services for which Consultant does not have the facilities to perform so long as Consultant obtains consent to such subcontracting as required by Article X (Subcontracting) below prior to entering into any subcontract. The LOCAL AGENCY'S Contract Administrator may withhold consent to any proposed subcontract in his or her sole and absolute discretion. Any purported assignment, transfer or subcontract that not comply with the terms hereof is void. Notwithstanding the provisions of this Section 21, LOCAL AGENCY hereby consents to Contractor subcontracting with its subcontractors: (i) Harris Miller, Miller & Hanson Inc., (ii) MFT Consulting Engineers, Inc., (iii) ENGEO Incorporated; (iv) Area West Environmental, Inc. (each a "Subcontractor"), provided that no Subcontractor contract will include payment provisions greater than the amounts such Subcontractor is to be paid according to Attachment 1 to Appendix B of this Contract."

5. **Federal Funding.** Sections 42-44 (as amended herein) of the CSA General Conditions (as modified by these Special Conditions) apply when a Task Order is partially or fully funded by US DOT funds. As each Task Order Form is executed, the Task Order as described and sample attached in Appendix A, Scope of Services, shall identify if a task is partially or fully funded by US DOT funds. If a Task Order is not funded by any US DOT funds, then Sections 42-44 of the General Conditions is not applicable to that Task Order.
6. **Contract Assurance (§26.13).** The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.
7. **Prompt Payment (§26.29).** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from Agency. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Agency. This clause applies to both DBE and non-DBE subcontractors
8. **ARTICLE IV PERFORMANCE PERIOD (Verbatim)**
  - A. This contract shall go into effect on date specified in Section 3 Term of the Basic Terms, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on date specified in Section 3 Term of the Basic Terms, unless extended by contract amendment.
  - B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.
  - C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.
9. **ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)** The first paragraph of Section 11 (Payment) of the CSA General Conditions and Section 11(a) (Billing Statements) are hereby deleted in their entirety and replaced with the following:
  - A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal (Attachment 1 to Appendix B ("Cost Proposal")). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.



- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

*Contra Costa County Public Works Department  
Airports Division  
Attention: Beth Lee  
550 Sally Ride Drive  
Concord, CA 94520*

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed the amount specified in Section 4 (Payment Limit) of the Basic Terms. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.
10. Section 11(f) Payment Retention of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:
- “(f) Payment Retention: Agency will not retain any funds.”
11. **ARTICLE VI TERMINATION (Verbatim).** Section 14 (Termination by Agency) of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:
- “Without in any way limiting County’s rights under Section 38 (Termination of Contract) of these Special Conditions:
- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the Government shall be liable if this contract is terminated is \$300,000.00 dollars.”
12. **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim).** Section 43 (Federal Cost Principles and Procedures) of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:
- “A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.”

13. **ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)** Section 17 (Record Retention and Auditing) of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

“For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.”

14. **ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY’S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY’S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT’S responsibility to ensure federal, state, or local government officials are allowed full access to the CPA’S work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR

15. **ARTICLE X SUBCONTRACTING (Verbatim)**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and

omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

**16. ARTICLE XI EQUIPMENT PURCHASE (Verbatim)**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

**17. ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

18. **ARTICLE XIII CONFLICT OF INTEREST (Verbatim).** Section 28 (Conflicts of Interest) of the CSA General Conditions is hereby amended by adding the following language to the end of the section:

“A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

A. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

19. **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)**

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

20. **ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim).** Section 44 (Prohibition of Expending Local Agency State or Federal Funds for Lobbying) of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

“A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.”

## 21. ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT’s signature affixed to the contract, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 11102.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT’s Regulations, including employment practices when the Agreement covers a program whose goal is employment.

## 22. ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT’s signature affixed to this contract, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

23. **ARTICLE XVIII FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

24. **ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is undetermined. *As each Task Order is executed, it will identify if a Task has a DBE goal.* Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where

applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form Entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the LOCAL AGENCY Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

LAPM Exhibits 10-I, 10-O1, 10-O2, and 17-F are attached to this Agreement and incorporated herein.

## 25. **ARTICLE XXI CONTINGENT FEE**

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## 26. **ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.



- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**27. ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

**28. ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

29. Consultant Certification of Contract Costs and Financial Management System. Caltrans Local Assistance Procedures Manual Exhibit 10-K "Consultant Certification of Contract Costs and Financial Management System" is included as an attachment to this Agreement and is incorporated herein.

**30. CIVIL RIGHTS - GENERAL**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- A. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- B. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

**31. CIVIL RIGHTS (1964) - TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor (hereinafter includes consultants) will comply with **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions. The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if contractor becomes involved in, or is threatened with litigation with a subcontractor, or supplier as a result of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Authorities**

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## 32. **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

- d. To include or cause to be included in any professional services agreement, construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

### 33. **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.
3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.
4. Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this Section.

### 34. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

### 35. **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

**36. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

**37. RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**38. TERMINATION OF CONTRACT**

Without in any way limiting County’s rights under Section 11 (Termination) of these Special Conditions, Contractor agrees to the following:

- A. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- B. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- C. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- D. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- E. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**39. TRADE RESTRICTION CLAUSE**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or

national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

- C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### **40. TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

**Appendix A to Consulting Services Agreement**  
**Scope of Services**  
**(On Call Design Professional Services)**

1. OVERVIEW AND GENERAL REQUIREMENTS

A. Agency is involved in the review, design, construction, and maintenance of various public works of improvement throughout Contra Costa County. Projects range from simple maintenance-related projects, such as slurry sealing existing road pavements, to more complex capital road, airport, and flood control channel improvement projects. In executing these projects, Agency, at times, requires additional temporary services from persons specially trained, experienced, expert and competent to perform design professional services, including engineering, architectural, landscape architectural, and land surveying services. For that reason, Agency is entering into this Agreement with Consultant. Under this Agreement, Consultant will provide design professional services on an "on call" basis in support of a variety of road, airport and flood control projects throughout Contra Costa County. Examples of typical Agency projects and typical Consultant services covered by this Agreement are listed in Paragraphs 3 and 4 below.

B. As provided in Section 26 of this Agreement, Project Personnel, subconsultants retained by Consultant must be authorized in advance, in writing, by Agency's Department Head. Consultant shall direct the tasks and activities of its authorized subconsultants and ensure that the tasks, activities and/or products required by this Agreement are completed in a timely manner and in accordance with the applicable standard of care for the given subconsultant. Notwithstanding the authorization for work to be performed by a particular subconsultant, Consultant is solely responsible for the performance of all services and delivery of all products under this Agreement.

C. Work shown or specified in reports, drawings, and specifications must comply with all requirements of the Contra Costa County Ordinance Code, all applicable State and Federal codes and regulations, and all applicable requirements of the local fire district and utility companies or districts having jurisdiction over the project or area in which the project is located.

2. TASK ORDER PROCEDURES

A. TASK ORDERS

During the term of this Agreement, when Agency has a need for Consultant to provide design professional services, Agency will forward a proposed Task Order to Consultant. Within the timeframe requested by Agency, Consultant will provide Agency with a cost proposal for the services and deliverables specified in the Task Order, including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount. Once Agency and Consultant agree to a cost breakdown and commencement date for the services and deliverables identified in the Task Order (with a payment limit for the Task Order that does not cause the total payments under this Agreement to exceed the Payment Limit set forth in Section 4 of this Agreement, Payment Limit), Consultant and Agency (through its Department Head) will execute the final version of the Task Order.

B. AUTHORIZED REPRESENTATIVES

During the term of this Agreement, the Department Head, on behalf of Agency, and the individuals listed below, on behalf of Consultant, are authorized to execute Task Orders under this Agreement. Consultant may change the individuals authorized to execute Task Orders upon thirty (30) days advance written notice to Agency.

FOR CONSULTANT: Jessica L. Bryan, P.E., C.M., Department Manager

***Note: A Task Order is of no force or effect until it is signed by the Department Head. Consultant shall not commence work, and no expenditures are authorized, until the Department Head has executed a Task Order for the particular task and products at issue. Notwithstanding anything to the contrary, the Department Head is not authorized to execute a Task Order that causes the total payments under this Agreement to exceed the Payment Limit set forth in Section 4. Payment Limit of this Agreement.***

3. TYPICAL AGENCY PROJECTS

During the term of this Agreement, Agency may call upon Consultant to provide services under this Agreement for the types of projects listed below. The actual project on which Consultant will work will be specified in a separate Task Order.

- See Attachment 1 to Appendix A
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4. TYPICAL CONSULTANT SERVICES

During the term of this Agreement, Consultant will perform, at Agency's written request, the following types of services as further specified by Task Order:

- See Attachment 1 to Appendix A
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5. PERFORMANCE STANDARDS

Consultant shall perform services in compliance with the following performance standards:

Consultant shall perform airport engineering, design and planning services in compliance with the latest editions of design standards, including without limitation, Federal Aviation Administration (FAA), California Department of Transportation (Caltrans) Highway Design Manual, State of California Manual on Uniform Traffic Control Devices, American Association of State Highway Transportation Officials' (AASHTO) design standards/policies, Agency design standards, and any additional standards referenced in the Task Order. Consultant represents that it possesses each of the manuals or other documentation detailing the foregoing standards or has the ability to obtain such manuals or other documentation. Consultant shall also comply with Caltrans' format standards for all products, such as preliminary and/or final plans (hardcopy and electronic, CADD files), technical specifications, calculations, and cost estimates as required by each Task Order. Cost considerations will not be deemed justification for breach of sound principles of engineering design. Consultant will remain solely responsible for the adequacy, fitness and correctness of design and all designing work in accordance with sound and accepted engineering principles despite Agency's approval or acceptance of reports, plans, specifications, and any other product prepared by Consultant under this Agreement.

6. PAYMENT DEMANDS

Consultant shall submit a written demand or invoice for the services provided under each Task Order either (i) upon completion of the services described in the Task Order if the services take less than one month to complete; or (ii) monthly, if the services under a Task Order take more than one month to complete. In each case, Consultant shall describe the work performed and list, for each item of services, the employee categories, hours and rates (consistent with the rates shown on Appendix B). All payment demands and payments hereunder are subject to Section 11 of this Agreement, Payment.

7. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that this Agreement is not exclusive and that Agency may, at any and all times during the term of this Agreement, obtain civil engineering and other types of services from any appropriate source.

8. TIME

Consultant understands and agrees that time is of the essence in this Agreement. Consultant shall perform the services authorized under each Task Order expeditiously and with adequate forces and shall complete the services within the time specified in each Task Order.

## ATTACHMENT 1 TO APPENDIX A

### **Scope of Services**

Consultant to provide on-call airport design, engineering, and planning consulting services for Byron Airport, Byron and Buchanan Field Airport, Concord; both County owned airports.

Typical County projects include, but are not limited to maintenance, construction, reconstruction, and overlay of runways, taxiways, aprons, fences, roads, and parking lots.

Typical Consultant tasks include, but are not limited to the following:

- A. Prepare necessary applications and documentation including cost estimation for Federal Aviation Administration (FAA), State of California Department of Transportation (Caltrans), and Airport Improvement Program (AIP) grant funding. Assist in project coordination with the FAA and the California Division of Aeronautics.
- B. Update Airport Master Plan Exhibit A – Property Map and preparation of Airport Capital Improvements Plan.
- C. Prepare the necessary technical detail and/or analysis and support the preparation of environmental documents that may be required under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), California Clean Water Act, and any other federal, state or local environmental policies/programs that may be applicable. Prepare the above documents specifically to meet requirements for airports and local conservation plans.
- D. Provide miscellaneous airport planning, design/engineering, construction administration management, and consulting support services as may be required from time to time by the County. These consultant services may include representing the County in discussions with the FAA regarding work program, grant requirements, and project documentation.
- E. Provide design/engineering plans and drawings in accordance with FAA standards and guidelines as outlined in Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports. The consultant will also develop a safety plan for projects in accordance with Advisory Circular 150/5370-2, Operational Safety on Airports during Construction.
- F. Provide airport and aviation-related design and engineering/architectural services as required by the County, which may include, but are not limited to: geotechnical studies, pavement evaluation studies, drainage studies, airport design and engineering, electrical design and engineering, airport terminal area design and engineering, value engineering, cost estimating, development of plans and specifications, bid documents, construction observation, testing and inspection, and project coordination.
- G. Conduct project administration activities, including but not limited to: design, coordination, planning, budgeting, scheduling, monthly progress meetings and reports and updates; submittal review, administrating quality assurance and construction support services on an as-needed basis.
- H. Analyze and prepare recommendations regarding airport development proposals.
- I. Provide professional engineering support to the Director of Airports and Airport staff on airport related projects and issues.

- J. Provide airport and aviation related services as required by the County, which may include but are not limited to: airport master planning, airport layout plan development and changes, terminal area planning, facilities construction, land acquisition, land use planning, and environmental planning and documentation.
- K. Design/engineer and plan taxiway, runways, ramps, and roadway improvements.
- L. Design/engineer and manage pavement reconstruction and/or overlay of aircraft parking aprons, taxiways and runways.
- M. Design/engineer and manage subgrade stabilization projects.
- N. Provide environmental and design/engineering of airfield drainage improvements.
- O. Design and make recommendations for airfield lighting, signage improvements and energy efficient retrofitting.
- P. Design and make recommendation for security upgrades including access control, perimeter fencing, CCTV and lighting.
- Q. Review and oversee updates of airfield markings.
- R. Provide review and updates to the Airport Layout Plans, Airport Pavement Maintenance Plans, Airport Security Plan, Airport Emergency Plan and Airport Certification Manual.
- S. Develop, maintain and update FAA Disadvantaged Business Enterprise Program and Document, in accordance with FAA standards and guidelines including regular submittals, forms and filings.
- T. Provide miscellaneous airport planning, engineering, operation and management support services.

Project Name:

Project No.:

**Consulting Services Agreement  
Task Order  
(On Call Architectural, Engineering, or Land Surveying Services)**

Pursuant to Paragraph 2 of Appendix A (Scope of Services) to that certain Consulting Services Agreement entered into as of \_\_\_\_\_, 20\_\_\_\_, between Agency and Consultant, and subject to all of the terms and conditions of the Consulting Services Agreement, Agency and Consultant agree as follows:

TASK ORDER NUMBER:

PROJECT NAME, NUMBER, LOCATION:

CONSULTANT'S NAME:

TASK/DELIVERABLES DESCRIPTION:

DETAILED SCOPE OF SERVICES:

[Insert project specific, detailed descriptions of the services the Consultant will provide under the particular Task Orders. It is best not to combine categories of services. DO NOT USE CONSULTANT'S PROPOSAL AS THE SCOPE OF SERVICES.]

COMMENCEMENT DATE FOR SERVICES:

SCHEDULE FOR SERVICES AND DELIVERABLES:

DEADLINE FOR COMPLETION OF TASK SERVICES AND DELIVERABLES:

PAYMENT LIMIT: \$

AGENCY	CONSULTANT
By: _____ Department Head	By: _____ Authorized Representative
Date: _____	Date: _____

## Appendix B to Consulting Services Agreement Payment Provisions, Project Personnel and Billing Rates

### I. PAYMENT PROVISIONS

A. Payment for services will not exceed the billing rates set forth in this Appendix B and will be based on the actual hours worked (by Consultant and authorized subconsultants) and actual approved Other Direct Costs (described below) subject to the Payment Limit specified in Section 4 of this Agreement, Payment Limit. In addition, payments for services (including payments to Consultant for authorized subconsultants) and Other Direct Costs will not exceed the following amounts for each phase or period indicated below unless approved in advance in writing by the Department Head:

1. Not Applicable: \$ ( % of Payment Limit)
2. Not Applicable: \$ ( % of Payment Limit)
3. Not Applicable: \$ ( % of Payment Limit)
4. Not Applicable: \$ ( % of Payment Limit)

B. Payment to Consultant for subconsultants authorized in advance by Agency in accordance with Section 21 of this Agreement, Assignment, will be the amount equal to Consultant's direct costs, without handling mark ups. Consultant shall submit Subconsultant invoices as part of Consultant's bill for services.

C. Payments for the extra work specified in Section 12 of this Agreement, Extra Work, shall be computed separately and shall not exceed any limits specified in Agency's written amendment describing the extra work and payment terms for the extra work.

D. Subject to the Payment Limit in Section 4 of this Agreement, Payment Limit, Agency will reimburse the actual cost (without mark up) of documented expenditures by Consultant and its employees and authorized subconsultants for the Other Direct Costs listed below to the extent such Other Direct Costs were incurred to perform the services described in this Agreement:

See Attachment 1 to Appendix B for allowable Other Direct Costs.

E. All other expenses (*i.e.*, those not listed under Paragraph D above) are not reimbursable and are deemed covered by the hourly billing rates set forth in Section II of this Appendix B. When any of the items listed under Paragraph D above are provided for Consultant's own use and not at Agency's request, expenses therefor are not reimbursable and are deemed covered by the hourly billing rates set forth in Section II of this Appendix B. Agency will not pay for Consultant's and its subconsultants' time and expenses for transportation between Consultant's and its subconsultants' various offices. Costs for such transportation are deemed covered by the hourly billing rates set forth in Section II of this Appendix B.

- F. Notwithstanding anything to the contrary in Section 11 of this Agreement, Payment, these Payment Provisions, including billing rates, are subject to a post award audit by the state and/or federal government. After any post award audit cost adjustments are ordered by the state and/or federal government, these Payment Provisions and the billing rates shall be adjusted by Consultant and approved by Agency's Department Head to conform to the audit cost adjustments. Consultant agrees that the individual items of cost identified in the audit report may be incorporated into the Agreement at Agency's sole discretion. Refusal by Consultant to incorporate the post award audit cost adjustments will be considered a breach of the Agreement terms and cause for termination of the Agreement by Agency. Consultant agrees that all invoices after the post award audit will be based on the adjusted Payment Provisions. Any invoices paid prior to the post award audit will be recalculated by Agency in accordance with the post award audit. Any difference in moneys due Consultant as a result of the post award audit cost adjustments will be added to, or deducted from, moneys due the Consultant on subsequent invoices.

## II. PROJECT PERSONNEL AND BILLING RATES

In accordance with Section 26 of this Agreement, Project Personnel, Consultant's personnel assigned to this project and their roles and billing rates are as follows:

See Attachment 1 to Appendix B for Consultant's personnel and rates; authorized subconsultants and rates; and Other Direct Costs.

Consultant may request an increase in the hourly rates set forth in the Attachment 1 to Appendix B, on an annual basis, in January of each calendar year during the term of this Agreement, beginning with January 2017. The proposed increase in hourly rates cannot exceed 5% or the actual increase in the hourly rates (or equivalent to hourly rates based on salary) paid by Consultant to its staff. Consultant shall provide Agency with 30 days advance written notice of a proposed increase. The requested increase is effective after approved in writing by Consultant and Agency's department head and a dated Attachment 1 to Appendix B has been appended to this Agreement to replace the superseded Agreement 1 to Appendix B. An increase in the hourly rates shall not result in any increase in the Payment Limit specified in Section 4 Payment Limit of this Agreement.

Consultant may request changes in the subconsultants set forth in Section 4 of the Special Conditions, as needed. Consultant shall provide County with at least 30 days advance written notice of a proposed change. The requested change is only effective when approved in writing by Consultant and County's department head and a dated Attachment 1 to Appendix B has been appended to this Consulting Services Agreement. Any changes to subconsultants shall not result in any increase in the payment limit specified in Section 4 (Payment Limit) of this Consulting Services Agreement.

**Attachment 1 to Appendix B**

**C & S Engineers, Inc.**

<b>LABOR CATEGORY</b>	<b>2015 RATE</b>
Service Group Manager	\$286
Department Manager	\$250
Managing Engineer	\$234
Chief Engineer	\$205
Senior Project Engineer	\$171
Project Engineer	\$149
Engineer	\$132
Staff Engineer	\$122
Senior Designer	\$124
Designer	\$99
CADD Operator	\$90
Administrative Assistant	\$76
Grants Administrator	\$105
Managing Airport Planner	\$199
Senior Planner	\$175
Planner	\$124
Staff Planner	\$99
Senior Construction Supervisor	\$211
Inspector	\$165

**OUT OF POCKET EXPENSES**

TRAVEL, BY AUTO (PER MILE)	\$0.575 / mi or Current Federal Rate
PER DIEM (Hotel & Food)	\$183.00 / day or Current State Rate
COPIES, 8 ½ x 11"	\$0.05 EACH
COPIES, PLANS (22X34")	\$1.00 EACH
COPIES, LARGE XEROX	\$1.00 / FOOT
MYLARS	\$5.00 EACH

**\*All rates are subject to a yearly increase, pursuant to contract terms, as agreed upon between County and Consultant**



Attachment 1 to Appendix B

A. Key Personnel and Rates

1. Harris Miller Miller & Hanson Inc.

Title/Classification	Hourly Rate
Program Manager	295
Supervisory Consultant	275
Principal Consultant I	270
Principal Consultant II	200
Senior Consultant II	150
Senior Consultant III	140
Consultant II	125
Consultant III	115
Sr. Project Support	190
Project Support I	135
Project Support II	100
Senior Programmer	265

2. Reimbursables

Mileage:	at Current IRS Rate
Parking/Tolls:	at Cost
Travel/Hotel/Food:	at Cost up to maximum of GSA per diem
Photocopies/Printing:	at Cost
Postage/Express Mail:	at Cost

Attachment 1 to Appendix B

A. Key Personnel and Rates

1. Subconsultant Name: **MFT CONSULTING ENGINEERS, INC.**

Title/Classification	Hourly Rate
Principal in Charge	\$215.00
Principal	\$205.00
Project Manager	\$195.00
Structural Engineer (S.E. License)	\$185.00
Professional Engineer (Professional Engineer License)	\$160.00
Senior Designer/Cadd Drafter	\$100.00
CADD Drafter	\$95.00
Accounting	\$85.00
Administrative	\$60.00
Temporary Employees	2.5 X Salary

Please note: Hourly billing rates subject to revision each January 1st when normal slary increases occur

2. Reimburseables

Mileage:	at Current IRS Rate
Parking/Tolls:	Included in Hourly Rate
Travel/Hotel/Food:	Included in Hourly Rate
Photocopies/Printing:	Included in Hourly Rate
Postage/Express Mail:	Included in Hourly Rate

Attachment 1 to Appendix B

A. Key Personnel and Rates

**ENGEO Incorporated**

Title/Classification	Hourly Rate
Project Assistant	110
CAD Specialist	125
Laboratory Technician	125
Senior Laboratory Technician	140
Environmental Technician	120
Field Representative	115
Senior Field Representative I	125
Senior Field Representative II	140
Construction Services Manager	155
Assistant Engineer	130
Staff Engineer/Geologist	155
Environmental Scientist	170
Project Engineer/Geologist/Manager	175
Senior Engineer/Geologist	195
Associate Engineer/Geologist	220
Principal Engineer/Geologist	240
President	295

2. Reimbursables

Mileage:	at Current IRS Rate
Parking/Tolls:	Included in Hourly Rate
Travel/Hotel/Food:	Included in Hourly Rate
Photocopies/Printing:	Included in Hourly Rate
Postage/Express Mail:	Included in Hourly Rate

Attachment 1 to Appendix B

A. Key Personnel and Rates

1. Subconsultant Name: Area West Environmental, Inc.

Title/Classification	Hourly Rate
Principal	\$155.00
Project Manager	\$135.00
CEQA/NEPA Specialist	\$130.00
Permit Specialist	\$140.00
Biological Resources Lead	\$120.00
Biologist III	\$105.00
Biologist II	\$95.00
Biologist I / Biological Monitor	\$75.00
Environmental Scientist III / Senior Scientist	\$135.00
Environmental Scientist II	\$95.00
Environmental Scientist I	\$80.00
Technician	\$65.00
Water Quality Specialist (QSD/QSP)	\$105.00
Water Quality Monitor	\$70.00
Planner III / Senior Land Use Planner	\$125.00
Planner II / Project Coordinator	\$110.00
Planner I / Junior Planner	\$70.00
Archaeologist III / Senior Cultural Resources Specialist	\$115.00
Archaeologist II	\$95.00
Archaeologist I	\$80.00
GIS / AutoCAD II	\$85.00
GIS / AutoCAD I	\$75.00
Senior Technical Writer	\$125.00
Editor	\$90.00
Admin Assistant II	\$75.00
Admin Assistant I	\$65.00
Project Accountant	\$90.00

2. Reimbursable

Mileage:	at Current IRS Rate
GPS / Laser Range Finder (equipment cost)	\$150/per day
Jon Boat - nomotorized (equipment cost)	\$40/per day
Jon Boat - motorized	\$80/per day
Parking/Tolls:	at cost
Travel/Hotel/Food:	at cost
Per Diem	at established federal rate
Photocopies/Printing:	at cost
Postage/Express Mail:	at cost

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**EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Contract of \_\_\_\_\_%

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

**4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
  - 2. Click on Search for a DBE Firm link;
  - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: \_\_\_\_\_

Indirect Cost Rate: \_\_\_\_\_ \* for fiscal period \_\_\_\_\_

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ \_\_\_\_\_ and the number of states in which the firm does business is \_\_\_\_\_.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:



**Consultant Certification of Contract Costs and Financial Management System**

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**Consultant Certifying (Print Name and Title):**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Consultant Certification Signature \*\*: \_\_\_\_\_

Date of Certification (mm/dd/yyyy): \_\_\_\_\_

**Consultant Contact Information:**

Email: \_\_\_\_\_

Phone number: \_\_\_\_\_

**\*\*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

*Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

**Distribution:** 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_  
 3. Project Description: \_\_\_\_\_  
 4. Project Location: \_\_\_\_\_  
 5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
<b>Local Agency to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>%</b>
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature _____ 21. Date _____			
22. Local Agency Representative's Name _____ 23. Phone _____			
24. Local Agency Representative's Title _____	12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
23. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
24. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_  
 3. Project Description: \_\_\_\_\_  
 4. Project Location: \_\_\_\_\_  
 5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE:  7. Total Contract Award Amount: \_\_\_\_\_  
 8. Total Dollar Amount for ALL Subconsultants: \_\_\_\_\_ 9. Total Number of ALL Subconsultants: \_\_\_\_\_

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____	<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>		%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
23. Local Agency Representative's Signature _____	24. Date _____	15. Preparer's Signature _____	16. Date _____
25. Local Agency Representative's Name _____	26. Phone _____	17. Preparer's Name _____	18. Phone _____
27. Local Agency Representative's Title _____		19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.



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**INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. **Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
19. **Phone** - Enter the area code and telephone number of the person signing the form.
20. **Date** - Enter the date the form is signed by the contractor's preparer.
21. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
23. **Phone** - Enter the area code and telephone number of the person signing the form.
24. **Date** - Enter the date the form is signed by the Local Agency Representative.



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: October 20, 2015

Subject: Approve a Contract Amendment with EOA, Inc., for Additional Trash Plan Assistance

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control & Water Conservation District, or designee, to execute on behalf of the Contra Costa Clean Water Program, a contract amendment with EOA, Inc., effective October 31, 2015, to extend the term from October 31, 2015 to October 31, 2016, for continuing compliance with mandated federal and state stormwater rules contained in National Pollutant Discharge Elimination System Permits issued by the San Francisco Bay and Central Valley Regional Water Quality Control Boards, Countywide. Project No. 6X7620

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The CCCWP consists of Contra Costa County, its nineteen (19) incorporated cities/towns and the Contra Costa County Flood Control and Water Conservation District (referred to collectively as "Permittees"). The CCCWP was established in 1991 through a Program Agreement in response to the 1987 amendments to the federal Clean Water Act (the "CWA"), which established a framework for regulating municipal stormwater discharges under the National Pollutant

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Deanna Constable  
925-313-2194

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

By: , Deputy

cc:



BACKGROUND: (CONT'D)

Discharge Elimination System (“NPDES”) Permit Program. The United States Environmental Protection Agency (the “USEPA”) published final rules implementing the 1987 CWA amendments in November 1990. The rules mandate that Permittees obtain and implement stormwater permits designed to reduce and eliminate the discharge of pollutants into and from Municipal Separate Storm Sewer Systems they own and operate. Through the CCCWP, Permittees conduct many of the mandated activities collectively, such as water quality monitoring, special studies, and public education. The roles and responsibilities of the CCCWP and Permittees are outlined in the Program Agreement, which was last updated and adopted by all Permittees in June 2010.

The Management Committee has directed that certain requirements of the Municipal NPDES Permits, such as development and implementation of Long-Term Trash Load Reduction Plans, be planned and coordinated as a Group Activity. EOA, Inc., has been providing necessary technical services to help Permittees comply with the Trash Load Reduction requirements in the Permits. To ensure compliance with the requirements, Permittees require additional assistance from EOA, Inc.

CCCWP staff, on behalf of the Permittees, respectfully request approval of this contract amendment with EOA, Inc., for the remainder of the contract term (through October 31, 2016).

CONSEQUENCE OF NEGATIVE ACTION:

If the Contract Amendment with EOA, Inc. is not approved, the CCCWP Permittees may not be able to fulfill the permit mandates, and could be found in non-compliance with the NPDES permits issued by the Water Boards. Fines totaling \$10,000 per day and \$10 per gallon of stormwater discharge could potentially be imposed.



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 20, 2015

Subject: claims

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**RECOMMENDATION(S):**

DENY claims filed by Lola Akhmedova, Aziza U. Estevez, and Guishan Adkmedova; Ciprian Tudo, and Carlos Aguila.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 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: October 20, 2015

Subject: ACCEPT Board Members meeting reports for September 2015

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**RECOMMENDATION(S):**

ACCEPT Board members meeting reports for September 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 I and District V had no activity for the month of September 2015.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Board of Supervisors will not be in compliance with Government Code 53232.3(d).

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 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 September 2015 report

District III September 2015  
report

District IV September 2015  
report

## Supervisor Candace Andersen – Monthly Meeting Report *September 2015*

Date	Meeting	Location
1	Orinda Liaison	Orinda
3	TEP Ad Hoc	Walnut Creek
3	Leadership SRV	Danville
3	CC Mayors' Conf	Orinda
4	County Connection O & S	Danville
8	TWIC	Martinez
9	LAFCO	Martinez
9	CCCERA	Concord
10	Constituent Meeting	Lafayette
10	East Bay EDA	Oakland
10	Mental Health Commission	Concord
11	JCC	Martinez
11	9 -11 events	Lafayette/Danville
14	Family & Human Serv	Martinez
14	First 5 Childrens Comm	Concord
15	Board of Supervisors	Martinez
15	Traffix	Danville
15	STAND! Dedication	Martinez
17	CCCTA	Concord
17	EBLC Philanthropy Selection	Concord
18	TEP Ad Hoc	Walnut Creek
19	Lafayette Town event	Lafayette
22	Board of Supervisors	Martinez
23	CCCERA	Concord
23	Rotacare	Pittsburg
23	Sustainable CC	Concord
24	CCCSWA	Walnut Creek
24	Meals on Wheels Anniversary	Pleasant Hill
25	Citizen Corps Council	San Ramon
29-30	CCCERA Meeting	Concord

**Supervisor Mary Nejedly Piepho - September 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
3-Sep	Phone Meeting with Engeo	Brentwood	Business Meeting
9-Sep	Phone Interview with RedFlash Group	Brentwood	Business Meeting
14-Sep	Airport Committee Meeting	Concord	Business Meeting
14-Sep	Meeting with Deputy District Attorney's Association	Martinez	Business Meeting
14-Sep	Phone Meeting with Delta Protection Commission Executive Director, Erik Vink	Brentwood	Business Meeting
14-Sep	* Phone Meeting with Delta Stewardship Council, Rainer Hoenicke	Brentwood	Business Meeting
15-Sep	* Delta Stewardship Council Invasive Aquatic Weed Symposium	UC Davis	Community Outreach
15-Sep	Board of Supervisors Meeting	Martinez	Business Meeting
15-Sep	Housing Authority Meeting	Martinez	Business Meeting
15-Sep	Contra Costa County Fire Protection District Meeting	Martinez	Business Meeting
15-Sep	HomeAid Northern California Event	Pacheco	Community Outreach
16-Sep	Delta Counties Coalition Meeting	Sacramento	Business Meeting
16-Sep	Public Service Announcement for Central Contra Costa Sanitary District	Martinez	Community Outreach
16-Sep	Constituent Meeting	Pleasant Hill	Business Meeting
16-Sep	Constituent Meeting	Clayton	Business Meeting
17-Sep	Constituent Meeting	Brentwood	Business Meeting
17-Sep	Meeting with Agricultural Commissioner, Chad Godoy	Brentwood	Business Meeting
17-Sep	Meeting with Probation Supervisor, John Ebrahimi	Brentwood	Business Meeting
17-Sep	Meeting with the Department of Conservation and Development staff	Brentwood	Business Meeting
17-Sep	Meeting with Northern Delta Water Agency	Brentwood	Business Meeting

17-Sep	Meeting with Antioch City Councilwoman, Lori Ogorchock	Brentwood	Business Meeting
17-Sep	Delta Protection Commission Meeting	Walnut Grove	Business Meeting
21-Sep	Speaking engagement with the Brentwood Rotary	Brentwood	Community Outreach
21-Sep	Constituent Meeting	Pittsburg	Business Meeting
22-Sep	Board of Supervisors Meeting	Martinez	Business Meeting
23-Sep	Meeting with Brentwood City Manager, Gus Vina	Brentwood	Business Meeting
23-Sep	Meeting with AMR General Manager, Michael Johnson	Brentwood	Business Meeting
23-Sep	Brentwood Library Foundation Language of Flowers Luncheon	Brentwood	Community Outreach
23-Sep	Meeting with Public Health Director, Dan Peddycord	Brentwood	Business Meeting
23-Sep	* Phone Meeting with Delta Stewardship Council, Jessica Pearson	Brentwood	Business Meeting
23-Sep	Tri Delta Transit Meeting	Antioch	Business Meeting
23-Sep	Speaking engagement with Contra Costa Leadership in Sustainability & Green Building Awards	Concord	Community Outreach
24-Sep	* Delta Stewardship Council Meeting	Sacramento	Business Meeting
25-Sep	Phone Meeting with Delta Legislative Staff	Brentwood	Business Meeting

\* Reimbursement may come from an agency other than Contra Costa County

**Supervisor Karen Mitchoff  
September 2015**

<b>DATE</b>	<b>MEETING NAME</b>	<b>LOCATION</b>	<b>PURPOSE</b>
9/2/2015	BAAQMD Board Meeting	San Francisco	Regional Air Quality Issues
9/2/2015	CCTA Planning Committee	Walnut Creek	Decisions on agenda items
9/3/2015	CSAC Board of Directors Meeting	Sacramento	Decisions on agenda items
9/9/2015	Delta Diablo Sanitation District	Antioch	Decisions on agenda items
9/10/2015	TRANSPAC Meeting	Pleasant Hill	Decisions on agenda items
9/11/2015	CCHP JCC Meeting	Martinez	Decisions on agenda items
9/13/2015	Meals on Wheels Pancake Breakfast	Pleasant Hill	Community Outreach
9/14/2015	Airport Committee Meeting	Concord	Decisions on agenda items
9/14/2015	Internal Operations Meeting	Martinez	Decisions on agenda items
9/15/2015	Board of Supervisors Meeting	Martinez	Decisions on agenda items
9/15/2015	STAND!'s Dedication Ceremony	Martinez	Community Outreach
9/16/2015	DCC Supervisors In-Person Meeting	Sacramento	Water Advocacy
9/16/2015	CCTA Board Meeting	Walnut Creek	Decisions on agenda items
9/17/2015	ABAG Executive Board Meeting	Oakland	Decisions on agenda items
9/22/2015	Board of Supervisors Meeting	Martinez	Decisions on agenda items
9/23/2015	Soroptimist Luncheon	Pleasant Hill	Community Outreach
9/24/2015	BAAQMD Mobile Source Meeting	San Francisco	Regional Air Quality Issues
9/24/2015	CCCSWA Board Workshop	Alamo	Decisions on agenda items
9/28/2015	DCC Meeting w/Sec. Laird	Sacramento	Water Advocacy
9/30/2015	Concord Oversight Board Meeting	Concord	Decisions on agenda items
9/30/2015	Concord-Diablo Rotary Club	Concord	Community Outreach
9/30/2015	CCC Oversight Board Meeting	Martinez	Decisions on agenda items
9/30/2015	Veteran's Flag Pole Dedication	Martinez	Community Outreach





Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: October 20, 2015

Subject: Recognize Citizens for East Shore Parks (CESP) 30 years of service protecting the East Bay shoreline

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: James Lyons,  
510-231-8692

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2015/300

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2015/300**

**Citizens for East Shore Parks (CESP) celebrating 30 years of service**

WHEREAS, since its establishment in 1985, Citizens for East Shore Park (CESP) has spearheaded a campaign to protect the East Bay shoreline from encroaching development; and  
WHEREAS, CESP has impeded development on 1,800 acres of East Bay shoreline land; and  
WHEREAS, CESP's endeavors have resulted in the creation of the McLaughlin Eastshore State Park, named after Save the Bay co-founder Sylvia McLaughlin, which currently safeguards 8.5 miles of the shoreline and spans five cities; and  
WHEREAS, much of the McLaughlin Eastshore State Park falls within Contra Costa County and its presence is a treasured asset in our community; and  
WHEREAS, the McLaughlin Eastshore State Park serves as a wildlife habitat and a public recreation space for hundreds of thousands of Bay Area residents and visitors; and  
WHEREAS, CESP remains dedicated to protecting and expanding open shoreline areas and to furthering the completion of the McLaughlin Eastshore State Park; and  
WHEREAS, the success of these endeavors would not have been possible without the continued support of the County of Contra Costa; and

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County do hereby recognize and honors the Citizens for East Shore Parks for its exceptional service to the East Bay and supports its future efforts to protect the San Francisco Bay shoreline.

\_\_\_\_\_  
**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: October 20, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: October 20, 2015

Subject: Honoring Head Start's 50th Anniversary and National Head Start Awareness Month

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**FISCAL IMPACT:**

Not applicable

**CONSEQUENCE OF NEGATIVE ACTION:**

If not approved, County Head Start program will not be recognized.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Ann Notarangelo, (925)  
313-1778

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

By: , Deputy

cc: Ann Notarangelo, Camilla Rand, Cassandra Youngblood

ATTACHMENTS

Resolution No.  
2015/350

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2015/350**

**Honoring Head Start's 50th Anniversary and National Head Start Awareness Month**

WHEREAS, Head Start began in 1965 as one of the programs in the War against Poverty legislation with the goal of increasing social competence in disadvantaged children so that they performed at the same level as their higher income peers; and

WHEREAS, since the beginning, Head Start distinguished itself from other pre-school programs by providing comprehensive services (medical, dental, mental health, nutrition, disabilities and social services) to children and families and establishing parent involvement as the cornerstone of the program; and

WHEREAS, brain development research shows the most formative years are from birth to three, and in 1998 Contra Costa expanded the preschool program for 3 to 5 year olds to include pregnant women and children 0 to 3 years of age; and

WHEREAS, because of Head Start's success and demand in Contra Costa County, nearly 3 thousand children are served and more than 6 thousand are on waiting lists and the program has expanded from part-day, part-year to primarily full-day, full-year services; and

WHEREAS, the award winning Contra Costa County Head Start Program run by the Community Services Bureau of the Employment & Human Services Department has been serving children for more than 50 years; its staff has received numerous individual recognitions while the program as a whole has been recognized for excellence by the National Head Start Association, California Department of Education, and Contra Costa Health Services; and

WHEREAS, Head Start was named as One of the Top Workplaces in the Bay Area in 2010; and

WHEREAS, more than a quarter of Contra Costa Head Start staff consists of past or current Head Start parents who continue this tradition of excellence in early childhood education and comprehensive services; and

WHEREAS, October is National Head Start Awareness Month.

NOW, THEREFORE, BE IT RESOLVED on the 50<sup>th</sup> Anniversary of Head Start, that the Board of Supervisors recognizes and expresses its appreciation for this indispensable program, its extraordinary teachers and staff, dedicated parents and thriving children.

\_\_\_\_\_  
**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: October 20, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: October 20, 2015

Subject: Honor Ms. Eleanor Loynd, El Sobrante Neighborhood Activist and Planning and Zoning Advocate

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: James Lyons,  
510-231-8692

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

By: , Deputy

cc:



ATTACHMENTS

Resolution No.

2015/382

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2015/382**

**Honoring Eleanor Loynd, El Sobrante neighborhood activist and planning and zoning advocate.**

WHEREAS, originally from San Francisco, California, Ms. Eleanor Loynd has been a well-regarded neighborhood activist and advocate for responsible and sustainable development in unincorporated El Sobrante and the City of Richmond for 40 years, supporting such causes as improved parks, schools, and other community facilities which better the lives of residents; and

WHEREAS, a resident of this area for since 1961, Eleanor Loynd worked as a school teacher in the Oakland Unified School District until her retirement in 1996 at which time she received the WHO Award from the Oakland Educational Association and the California Teachers Association; and

WHEREAS, since 1975, Eleanor Loynd served as a founding member and long-term chairperson of the El Sobrante Valley Planning and Zoning Advisory Committee, and as Secretary and President of the May Valley Neighborhood Council from 1990 to 2013; and

WHEREAS, Ms. Loynd was recognized for her service to the community of El Sobrante by being named the Person of the Year in 1988, and

WHEREAS, in 1997 Eleanor Loynd was named the September Citizen of the Month by the Richmond City Council, and

WHEREAS, as a result of Ms. Loynd's years of tireless dedication, El Sobrante Vally community members were kept apprised of new development projects; city and county public works improvements, and police and fire safety programs; and

WHEREAS, Ms. Loynd's committed advocacy, partner-building, and vision were significant factors in numerous local park improvements, including the construction of a tot lot at Lemoine Park, benefiting thousands of people; and

WHEREAS, Eleanor Loynd retired community service this year to move close to family; and

Now, Therefore, Be It Resolved that the Contra Costa County Board of Supervisors does hereby honor Eleanor Loynd for her tireless and devoted community service to the El Sobrante Valley area and congratulate her on her recent retirement.

\_\_\_\_\_  
**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: October 20, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: October 20, 2015

Subject: Honoring the Community Housing Development Corporation on its 25th Anniversary of helping thousands of people secure affordable housing.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Kate Rauch  
510-231-8691

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2015/402

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2015/402**

**Honoring the Community Housing Development Corporation on its 25th Anniversary of helping thousands of people secure safe, affordable housing.**

Whereas, Community Housing Development Corporation (CHDC) was founded in 1990 by local leaders in North Richmond working to eliminate blight, improve housing opportunities for current and future residents, and create better economic conditions; and

Whereas, CHDC has built and/or renovated over 950 quality affordable rental units in Richmond and Oakland for low to moderate families and seniors; and

Whereas, CHDC has built and/or renovated over 250 quality affordable homes in 3 Bay Area counties for low to moderate income homebuyers and assisted over 1100 families with low to moderate incomes purchase their first homes using CHDC counseling and education services; and

Whereas, CHDC has assisted over 6000 households faced with foreclosure of their homes through counseling; and

Whereas, CHDC's North Richmond Volunteer Tax Assistance site helped over 1000 low income residents and neighbors of all ages, file their taxes and ensure correct refunds and credit; and

Whereas, CHDC is working with dozens of partners to leverage resources and coaching hundreds of people to get financially fit to increase their savings to reduce personal debt; and

Whereas, CHDC ensure that all developed properties are fiscally stable and aesthetically maintained; and provides residents with high quality services that include service coordination, after-school and summer youth enrichment programs, financial and computer literacy programs through its property management/resident services affiliate – North Richmond Economic Development Corp (NREDC); and

Whereas, CHDC has honored its commitment to providing the highest quality of life for disadvantaged Northern California Communities through real estate development, housing preservation, property management and resident services work.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor the Community Housing Development Corporation on its 25th Anniversary of creating and sustaining vibrant communities by providing high quality, affordable housing and neighborhood services.

\_\_\_\_\_  
**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: October 20, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Contra Costa County Flood Control District Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: October 20, 2015

Subject: ADOPT Resolution declaring October 19–24, 2015, as Flood Preparedness Week, Countywide. (No fiscal impact)

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/389 declaring the week of October 19–24, 2015, as California Flood Preparedness Week.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

California Flood Preparedness Week 2015 is a statewide effort to increase public awareness of flood risk and flood protection and improve public safety for all Californians. With the theme of “Be Aware, Be Prepared, and Take Action!”, communities across California, including those in Contra Costa County, are using this opportunity to alert residents and business of flood risks and provide them with information on preparing for heavy rains and/or flooding.

With this year’s El Niño influenced weather prediction, it is especially imperative that each person take time to prepare, educate themselves, and collect emergency supplies. Information regarding flood preparedness is on the County’s web page at <http://www.cccounty.us/435/Flooding-Information>. Each property owner is encouraged to inspect and clean out drainage systems and creeks on their property now, prior

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Tim Jensen, (925)  
313-2390

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

By: , Deputy

cc: David Twa, CAO, Thomas Geiger, County Counsel's Office, Sharon Hymes-Offord, Risk Management, Betsy Burkhart, CCTV, Steve Kowalewski, Deputy Chief Engineer, Mike Carlson, Flood Control, Tim Jensen, Flood Control, Carrie Ricci, P.W. Administration, Catherine Windham, Flood Control

BACKGROUND: (CONT'D)

to the heavy rains. As in the past, various communities have locations where sandbags can be obtained to help protect homes and businesses from localized flooding.

Localized heavy rains can happen unexpectedly, so paying attention to the weather and utilizing forecasting resources is important. Information regarding local flooding potential is on the County's web page at <http://www.cccounty.us/1578/Flood-Forecast-Information>. The Contra Costa County Flood Control and Water Conservation District monitors 29 rain gauges and seven flow elevation gauges to provide information, as well as assist in flood forecasting, in conjunction with National Weather Service information.

The Contra Costa County Flood Control and Water Conservation District and Public Works Department crews have been working hard to prepare for this winter. Our regional flood protection facilities and local drainage systems are ready, and expected to perform well during large storms as they have in the past. The historic localized flood-prone areas will be monitored through the winter. Various County agencies have prepared with disaster response coordination and training. Key personnel are available to respond to emergencies at any time. Citizen monitoring is also valuable, and concerns can be reported 24/7 via phone, email, or web page.

The County's Creek and Channel Safety Awareness Program is ongoing with an annual outreach to schools in September, maintaining warning signs in flood control channels, and coordination with Contra Costa County Fire Protection District Swiftwater Rescue operations. This fall and winter, Walnut Creek Intermediate School is hosting a safety awareness campaign regarding the flood control channel that traverses its campus. See [www.cccounty.us/creekandchannelsafety](http://www.cccounty.us/creekandchannelsafety) for more information.

The above information will be sent to media outlets and community sites to coincide with this Board action. Key staff are available to answer questions, attend community meetings, or be interviewed upon request.

The Chief Engineer, Contra Costa County Flood Control and Water Conservation District recommends that the Board declare October 19–24, 2015, as California Flood Preparedness Week.

CONSEQUENCE OF NEGATIVE ACTION:

If this Resolution is not adopted, members of the public may not receive important information about flood preparedness and creek and channel safety.

CHILDREN'S IMPACT STATEMENT:

The FC District will continue to work with the schools and youth-based groups within the County to educate children about safety regarding creeks and flood control channels.

ATTACHMENTS

Resolution No. 2015/389

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

Adopted this Resolution on 10/20/2015 by the following vote:

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2015/389**

In The Matter Of: Declaring the week of October 19–24, 2015, as California Flood Preparedness Week, Countywide.

WHEREAS, Contra Costa County recognizes the significant public safety threat flooding poses to the pollution, assets, and economy of our county; and

WHEREAS, Contra Costa County has suffered major flooding events in the past, causing millions of dollars in damages to homes, businesses, and local government infrastructure; and

WHEREAS, during the California Flood Preparedness Week, local, state, and federal agencies across the state work together to inform the public about the dangers of flooding, how to prepare their homes and families for a flood, and plan for recovery; and

WHEREAS, California Flood Preparedness Week 2015 will be held statewide with the theme being “Be Aware, Be Prepared, and Take Action!”

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors, hereby declares October 19–24, 2015, as California Flood Preparedness Week, supports increased public awareness of flood risk, and encourages all County residents to take action to understand their flood risk and prepare appropriately.

I hereby certify that this is 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 20, 2015**

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

**Contact: Tim Jensen, (925) 313-2390**

By: , Deputy

**cc:** David Twa, CAO, Thomas Geiger, County Counsel's Office, Sharon Hymes-Offord, Risk Management, Betsy Burkhart, CCTV, Steve Kowalewski, Deputy Chief Engineer, Mike Carlson, Flood Control, Tim Jensen, Flood Control, Carrie Ricci, P.W. Administration, Catherine Windham, Flood Control





Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 20, 2015

Subject: Arts and Culture Commission of Contra Costa County 2015 Art Recognition Awards

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

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

Contact: Enid Mendoza,  
925-335-1039

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2015/394

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2015/394**

**Honoring the winners of the Arts and Culture Commission of Contra Costa County 2015 Arts Recognition Awards**

Whereas, Rhu A. Bigay, an Aviation Artist; Ms. Pamela Freund-Stiplen, Artistic Director for the Gold Coast Chamber Players; and Mr. Peter Maund, Percussionist and Music Educator; have each advanced the appreciation of the Arts in Contra Costa County; and

Whereas, Rhu A. Bigay, is recognized worldwide for his historical and highly detailed compositions of the action and beauty of flight and his oil paintings that exhibit high caliber talent for both the aircraft and of the historical context; and

Whereas, Rhu A. Bigay, has been successful in rendering a mechanical object as it travels through the densities of air and dramatically depicts the actions of flight; and

Whereas Rhu A. Bigay, promotes visual understanding of our past history as a nation which involves the sacrifices of ordinary Americans – our veterans; and

Whereas Pamela Freund-Stiplen co-founded the Gold Coast Players in 1987 and expanded their venues throughout Contra Costa County over the next twenty-eight years; and

Whereas, Pamela Freund-Stiplen and Gold Coast musicians have been dedicated to education and have brought concerts to nearly every public school in Lafayette, Moraga and Orinda with their outreach; and

Whereas, Pamela Freund-Stiplen inspired and dedicated leadership has given Contra Costa County residents the unique opportunity to hear world-class musicians performing works by the world's greatest composers and to visual arts in a way that enhances the public understanding and appreciation of both; and

Whereas, Peter Maund an accomplished Percussionist and as a founding member of Ensemble Alcatraz and Alasdair Fraser's Skyedance has performed with early and contemporary music ensembles; and

Whereas, Peter Maund has been a "most considerate and imaginative of percussionists," and music educator based in Contra Costa County for over forty years, and voluntarily leads drum circles at the Cancer Support Center in Walnut Creek; and

Whereas, Peter Maund has contributed to music and music education by performing and teaching throughout Contra Costa County, nationally and internationally;

**Now, Therefore, Be It Resolved** that the Board of Supervisors congratulates Mr. Rhu A. Bigay, Ms. Pamela Freund-Stiplen, and Mr. Peter Maund, for their outstanding achievement and contribution to Contra Costa's arts and culture.

\_\_\_\_\_  
**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

ATTESTED: October 20, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 20, 2015

Subject: LEAD POISONING PREVENTION WEEK

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Dan Peddycord,  
313-6712

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

By: , Deputy

cc: Gail Doyle, T Scott, N Rios

ATTACHMENTS

Resolution No.

2015/395

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2015/395**

**PROCLAIMING OCTOBER 25 – 31, 2015 AS “LEAD POISONING PREVENTION WEEK”**

WHEREAS, Contra Costa County recognizes the importance of healthy homes and a safe environment for all of our children and families; and

WHEREAS, an important part of ensuring a safe environment is preventing Contra Costa children from being poisoned by lead in their homes or community; and

WHEREAS, lead poisoning tends to have few or no early visible symptoms and often goes undetected; and

WHEREAS, lead poisoning can have devastating effects on a person, ranging from delayed growth to learning disabilities, cognitive and behavior disorders, and even death; and

WHEREAS, Contra Costa children may be exposed to lead from deteriorated lead-based paint and contaminated soil, and from other sources, such as lead brought home from the workplace, cultural sources, various consumer products, and historic environmental contamination; and

WHEREAS, to keep our children safe and healthy, all children under the age of six should be screened for lead poisoning, at-risk children should receive blood tests for lead; and lead hazards must be identified and removed from a child’s environment; and

WHEREAS, lead poisoning is preventable through greater awareness of the many sources of lead; using lead-safe work practices when disturbing lead-based paint; and ensuring that children have a healthy diet; and

WHEREAS, Contra Costa County’s Lead Poisoning Prevention Project (LPPP) has been working effectively since 1993 to reduce the number of lead poisoned children in Contra Costa through outreach, education, and early intervention services; and

WHEREAS, some of the nearly 10,000 Contra Costa children screened each year are still exposed to the dangers of lead

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors proclaims October 25 - 31, 2015 as Lead Poisoning Prevention Week in Contra Costa County, to increase awareness and prevention of lead poisoning and to advance the elimination of lead from our homes, consumer products, and the environment.

\_\_\_\_\_  
**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: October 20, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: October 20, 2015  
Subject: Men of Merit Day

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- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

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

Contact: Robert Rogers  
510-231-8688

By: , Deputy

cc:



ATTACHMENTS

Resolution No.

2015/396

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2015/396**

**Contra Costa County Men of Merit Day**

WHEREAS, intimate partner violence (IPV) is a prevalent social problem significantly impacting the health and well-being of Contra Costa residents; and

WHEREAS, the problems of intimate partner violence are not confined to any group or groups of people but cross all economic, racial, sexual orientation and societal barriers and are supported by societal indifference; and

WHEREAS, the DELTA (Domestic Violence Prevention Enhancement and Leadership Through Alliances) Project believes that all forms of IPV are preventable and the key to primary prevention is to focus on positive community norms so that young boys and men can grow up believing that violence does not equal strength; and

WHEREAS, the DELTA Project is made up of a coalition of partners including: STAND! For Families Free of Violence, Contra Costa County's Zero Tolerance for Domestic Violence Initiative, Kaiser Community Benefit Diablo Area, Travis Credit Union, NETO Community Network, Lighthouse Mentoring Center, Eddie Hart All In One Foundation, Youth Services Bureau, Richmond PAL, Kops for Kids, Contra Costa County Probation Department, Monument Community Partnership, Community Violence Solutions, GNU Group, and community volunteers; and

WHEREAS, the DELTA Project has, since 2005, organized an annual Men of Merit Celebration to acknowledge and mobilize positive male role models nominated by community members; and

WHEREAS, the DELTA Project's 10<sup>th</sup> annual Men of Merit Celebration will take place on Thursday, October 22<sup>nd</sup>, 2015 at the Pittsburg Yacht Club, Pittsburg, CA; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby proclaim OCTOBER 22<sup>nd</sup>, 2015 as MEN OF MERIT DAY in Contra Costa County, and urges all residents to actively participate in the efforts to end domestic violence in our homes, in our schools, and in our communities.

\_\_\_\_\_  
**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: October 20, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: October 20, 2015

Subject: 2015 Domestic Violence Awareness Month

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Robert Rogers  
510-231-8688

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2015/397

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2015/397**

**Contra Costa County Board of Supervisors October 2015 Domestic Violence Awareness Month.**

WHEREAS, domestic violence is a prevalent social problem significantly impacting the health and well-being of Contra Costa residents; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial, sexual orientation and societal barriers and are supported by societal indifference; and

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security and humanity due to the systematic use of physical, emotional, sexual, psychological and economic control and/or abuse; and

WHEREAS, the impact of domestic violence is wide-ranging, directly affecting men, women, and children, and society as a whole; and

WHEREAS, it is the survivors of domestic violence themselves who have been in the forefront of efforts to bring peace and equality to the home; and

WHEREAS, all residents of Contra Costa County should feel safe in their homes, their schools, and their community; and

WHEREAS, the County's Zero Tolerance for Domestic Violence Initiative works to interrupt the generational, traumatic and progressive cycle of violence by fostering partnerships, and numerous public and private agencies provide services and support to families and individuals experiencing domestic violence including County Departments, law enforcement jurisdictions, advocacy organizations and community based agencies; and

WHEREAS, the County works to raise awareness so individuals will become advocates, and will take action to prevent domestic violence in their communities.

WHEREAS, the County is launching "Contra Costa Says No More," a replication of the national No More public awareness campaign occurring in communities nationwide, encouraging all residents to become part of the solution to end domestic violence; and

WHEREAS, the Contra Costa Says No More campaign focuses particularly on the role coaches and high school athletes can play in promoting healthy, respectful relationships on and off the field; and

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby proclaim OCTOBER 2015 as DOMESTIC VIOLENCE AWARENESS MONTH in Contra Costa County, and urges all residents to actively participate in the efforts to end domestic violence in our homes, in our schools, and in our communities.

\_\_\_\_\_  
**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: October 20, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: October 20, 2015

Subject: Resolution recognizing Darwin Marable for his service to the Arts & Culture Commission

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

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

Contact: Gayle Israel  
925-957-8860

By: , Deputy

cc:

ATTACHMENTS

Resolution No.  
2015/399

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2015/399**

**Recognizing Darwin Marable for his Twelve years of service to the Contra Costa County Arts & Culture Commission.**

Whereas, Dr. Darwin Marable has dedicated his time to promoting the arts through his work on the Contra Costa County Arts & Culture Commission (AC5); and

Whereas, Dr. Marable was born and raised in Los Angeles and has been a resident of the San Francisco Bay Area since 1958 and Contra Costa County since 1978; he earned his Ph.D. at the University of New Mexico in the history of photography and art, his Master of Arts Degree from San Francisco State University, and his Business Administration degree from the University of California, Berkeley; and

Whereas, Dr. Marable has been an instructor in the history and criticism of photography at the University of California, Berkeley Extension Photography Program since 1995, and he has also taught at a number of other Institutes, Colleges and Universities; and

Whereas, Dr. Marable has published many essays, reviews, and interviews that have appeared in various magazines, periodicals, and newspapers; and

Whereas, Dr. Marable has served in many community activities including Chair of the PTA Cultural Committee at Burton Valley Elementary School in Lafayette; Board Member and President of the Lafayette Improvement Association; founding Board Member of the Lafayette Arts & Science Foundation; founding Board Member of the Contra Costa Alliance for the Arts; and many more committees and councils that serve the art community.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby honor and thank Dr. Darwin Marable for his many years of dedication and service to the County of Contra Costa and the Arts & Culture Commission.

\_\_\_\_\_  
**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: October 20, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy





Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Ito, Human Resources Consultant  
Date: October 20, 2015

Subject: Introduce Ordinance No. 2015-23 Exempt the classification of Deputy Fire Chief-Exempt from the Merit System

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**RECOMMENDATION(S):**

INTRODUCE Ordinance No. 2015-23 amending Section 33-5.343 of the County Ordinance Code to exempt from the merit system, the classification of Deputy Fire Chief-Exempt, WAIVE reading, and FIX November 3, 2015 for adoption.

**FISCAL IMPACT:**

There is no cost associated with this action.

**BACKGROUND:**

Under direction of the Fire Chief, the new classification of Deputy Fire Chief-Exempt will be responsible for the emergency operations, support services, and fire prevention services of the Contra Costa County Fire Protection District. The Deputy Fire Chief will act for the Fire Chief in the Chief's absence. The Deputy Fire Chief is principal to the Fire Chief and directs the Emergency Operations Division, Support Services Division and Prevention Services of the Contra Costa County Fire Protection District. The Deputy Fire Chief exercises management of two (2) Assistant Fire Chiefs, line supervision over subordinate fire officers and general (non-safety) employees of the District. The Deputy Fire Chief will be responsible for establishing and maintaining executive level relationships and represent the District to the legislature, special interest groups

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Denise Sanchez Cannon,  
(925) 941-3311

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

By: , Deputy

cc: Denise Sanchez Cannon, James Hicks, Gladys Scott Reid, Eldreai Ellis, Cheryl Koch

BACKGROUND: (CONT'D)

and officials of the local, state, and federal governments as well as the general public which are critical to accomplishing the vision and mission of the Fire District. The incumbent will be responsible for implementing and insuring the District emergency operations are conducted with the use of an incident command system or other method which effectively utilizes the emergency response resources and provides input to the District, county, regional, or state disaster planning and emergency response efforts. The Deputy Fire Chief will be responsible for identifying strategic planning needs, explaining and justifying the need for fire district programs, policies, and activities and may serve as the primary District spokesperson with the news media. Additionally, there are long-term needs that the Deputy Fire Chief will also be responsible for such as fire station relocation, developer and other related fees, grant opportunities and potential annexations, which currently cannot be delegated to the two existing Assistant Fire Chiefs due to their already over extended commitments to daily operations and administrative responsibilities to their subordinate fire and civilian personnel.

CONSEQUENCE OF NEGATIVE ACTION:

The ordinance will not be formally introduced for adoption on November 3, 2015.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

Ordinance No. 2015-23

**ORDINANCE NO. 2015-23**  
**(Exclude from the Merit System the new Contra Costa County Fire Protection District classification of Deputy Fire Chief-Exempt)**

The Contra Costa County Board of Supervisors, acting solely in its capacity as the governing board of the Contra Costa County Fire Protection District ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

**SECTION I:** Section 33-5.343 of the County Ordinance Code is amended to exclude from the merit system the new classification of Deputy Fire Chief- Exempt to read:

**33-5.343- Fire.**

- (a) The class of fire chief - Contra Costa County fire protection district is excluded, and is appointed by the board of supervisors.
- (b) The class of assistant fire chief-exempt is excluded and is appointed by the fire chief - Contra Costa County fire protection district.
- (c) The one-position class of fire officer in the Contra Costa County fire protection district is excluded and is appointed by the fire chief - Contra Costa County fire protection district.
- (d) The class of deputy fire chief- exempt is excluded and is appointed by the fire chief- Contra Costa County Fire Protection District.

(Ords. 2015-23 § 1, 2000-23 § 1, 94-48 § 1, 81-70 § 2, 81-32 § I[18], 79-79: former § 32-2.640).

**SECTION II: EFFECTIVE DATE.** This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once with the names of the supervisors voting for and against it in the \_\_\_\_\_, a newspaper published in this County.

PASSED ON \_\_\_\_\_ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DAVID J. TWA, Clerk of  
the Board of Supervisors and County Administrator

By: \_\_\_\_\_  
Deputy

\_\_\_\_\_ Board Chair

[SEAL]

CAS:  
H:\Human Resources\Ordinance Code Changes\Ord to exclude Deputy Fire Chief Exempt.doc



Contra  
Costa  
County

To: Board of Supervisors  
From: FAMILY & HUMAN SERVICES COMMITTEE  
Date: October 20, 2015

Subject: Appointments to the Arts and Culture Commission of Contra Costa County

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**RECOMMENDATION(S):**

REAPPOINT Y'Anad Burrell to the At-Large 1 seat and APPOINT Cindy McCann to the Alternate Seat on the Arts and Culture Commission of Contra Costa County for a term ending on June 30, 2019, as recommended by the Family and Human Services Committee.

**FISCAL IMPACT:**

No fiscal impact from these appointments.

**BACKGROUND:**

The Board of Supervisors established the Arts and Culture Commission of Contra Costa County (AC5) in December 1994 to advise the Board in matters and issues relevant to arts and culture and to promote arts and culture as a vital element in the quality of life for all of the citizens of the County. The Commission consists of eight members: two At Large members, one member nominated by each Supervisorial District and one alternate. Terms are for four years.

On October 12, 2015 the Family and Human Services Committee considered three candidates for the two vacant positions. The Committee nominated Y'Anad Burrell and Pamela McCauley to forward

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Enid Mendoza,  
925-335-1039

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

to the Board of Supervisors with their recommendation for appointment. Subsequent to the Family and Human Services Committee meeting, Pamela McCauley informed the AC5 staff person that she could not dedicate sufficient time to the Commission and requested that her name be withdrawn. Therefore, we are requesting that Cindy McCann be appointed to the Alternate seat.

CONSEQUENCE OF NEGATIVE ACTION:

If these appointments are not made there will be vacancies on the Commission that may impact their ability to meet due to a lack of a quorum.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Current Roster

Burell Application

McCann Application

McCauley Application

**ROSTER**  
**Arts and Culture Commission of Contra Costa County (AC5)**

<u>Seat Title</u>	<u>Representatives</u>	<u>Appointment Date</u>	<u>Term Expiration</u>	<u>Resignation Date</u>
District I	Vacant		6/30/2017	12/2/2014
District II	Lore Konieczny	10/6/2015	6/30/2019	
District III	Petural (PJ) Shelton	10/6/2015	6/30/2019	
District IV	Wood Elizabeth M	6/16/2015	6/30/2019	
District V	O'Riva Teresa Snook	12/3/2013	6/30/2017	
At-Large 1	Vacant		6/30/2019	
At-Large 2	Meredith Geoffrey E	10/15/2013	6/30/2017	
Alternate	Vacant		6/30/2019	



Contra Costa County

For Office Use Only  
Date Received:

For Reviewers Use Only:  
Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:  
Contra Costa County  
CLERK OF THE BOARD  
651 Pine Street, Rm. 106  
Martinez, California 94553-1292  
PLEASE TYPE OR PRINT IN INK  
(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

ARTS & CULTURE COMMISSION

DISTRICT I

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. Name: BURRELL, Y'ANAD  
 (Last Name) (First Name) (Middle Name)

2. Address: 2519 DUKE AVENUE, RICHMOND, CA 94806  
 (No.) (Street) (Apt.) (City) (State) (Zip Code)

3. Phones: (510) 223-3747  
 (Home No.) (Work No.) (Cell No.)

4. Email Address: yanad@glasshousepr.com

5. EDUCATION: Check appropriate box if you possess one of the following:

High School Diploma  G.E.D. Certificate  California High School Proficiency Certificate

Give Highest Grade or Educational Level Achieved Graduate Degree

Names of colleges / universities attended	Course of Study / Major	Degree Awarded Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) San Francisco State University	Accounting	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	60+		BS	1994
B) Golden Gate University	Public Administration	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	30+		MPA	1999
C) Golden Gate University	Healthcare Administration	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	30+		MHA	2002
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year)            From <u>    </u> To <u>    </u>            Jan. 2006 Pres.            Total: Yrs. <u>    </u> Mos. <u>    </u>            9            Hrs. per week <u>40+</u> . Volunteer <input type="checkbox"/></p>	<p>Title            CEO            Employer's Name and Address            Glass House Communications            2201 Broadway St., #318            Oakland, CA 94612</p>	<p>Duties Performed            Public Relations, Media Relations,            Strategic Communications, Fund            Development</p>
<p>B) Dates (Month, Day, Year)            From <u>    </u> To <u>    </u>            Total: Yrs. <u>    </u> Mos. <u>    </u>            Hrs. per week <u>    </u> . Volunteer <input type="checkbox"/></p>	<p>Title            Employer's Name and Address</p>	<p>Duties Performed</p>
<p>C) Dates (Month, Day, Year)            From <u>    </u> To <u>    </u>            Total: Yrs. <u>    </u> Mos. <u>    </u>            Hrs. per week <u>    </u> . Volunteer <input type="checkbox"/></p>	<p>Title            Employer's Name and Address</p>	<p>Duties Performed</p>
<p>D) Dates (Month, Day, Year)            From <u>    </u> To <u>    </u>            Total: Yrs. <u>    </u> Mos. <u>    </u>            Hrs. per week <u>    </u> . Volunteer <input type="checkbox"/></p>	<p>Title            Employer's Name and Address</p>	<p>Duties Performed</p>



7. How did you learn about this vacancy?

CCC Homepage  Walk-In  Newspaper Advertisement  District Supervisor  Other

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No  Yes

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No  Yes

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name: *Y. Lind Bule* Date: *9-27-15*

### Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: **651 Pine Street, Room 106, Martinez, CA 94553.**
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.



Contra  
Costa  
County

For Office Use Only  
**RECEIVED**  
Date Received:  
MAY 11 2015  
CLERK BOARD OF SUPERVISORS  
CONTRA COSTA CO

For Reviewers Use Only:  
Accepted Rejected

**BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION**

MAIL OR DELIVER TO:  
Contra Costa County  
CLERK OF THE BOARD  
651 Pine Street, Rm. 106  
Martinez, California 94553-1292  
PLEASE TYPE OR PRINT IN INK  
(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

Arts and Cultural Commission At-Large  
PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION PRINT EXACT SEAT NAME (if applicable)

1. Name: McCann Cindy  
(Last Name) (First Name) (Middle Name)

2. Address: 7111 A Johnston Rd. CA 94588  
(No.) (Street) (Apt.) (State) (Zip Code)

3. Phones: 925-479-7411 925-989-9251  
(Home No.) (Work No.) (Cell No.)

4. Email Address: cindymccann360@hotmail.com

5. EDUCATION: Check appropriate box if you possess one of the following:

High School Diploma  G.E.D. Certificate  California High School Proficiency Certificate

Give Highest Grade or Educational Level Achieved Associate of Arts

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Fashion Institute of Design and Merchandising	Merchandising	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>				
B) Chabot Junior College	Interior Design	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			A.A.	
C)		Yes No <input type="checkbox"/> <input type="checkbox"/>				
D) Other schools / training completed	Course Studied	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>            2010          Present</p> <p>Total: <u>Yrs.</u>    <u>Mos.</u>                      5        4</p> <p>Hrs. per week _____ . Volunteer <input checked="" type="checkbox"/></p>	<p>Title            Puppy Raiser/Puppysitter</p> <hr/> <p>Employer's Name and Address            Guide Dogs for the blind            San Ramon Chapter            Louise Pay: Leader</p>	<p>Duties Performed            Nurturing and Socializing a puppy to become a guide for a visually impaired person.</p>
<p>B) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>            2000          2014</p> <p>Total: <u>Yrs.</u>    <u>Mos.</u>                      14</p> <p>Hrs. per week _____ . Volunteer <input checked="" type="checkbox"/></p>	<p>Title            4-H Parent Volunteer</p> <hr/> <p>Employer's Name and Address            Tassajara Valley Club</p>	<p>Duties Performed            Duties included organizing different activities and coordinating events.. i. e. Fashion Review, field days and food contests for kids. Lead several projects.</p>
<p>C) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>            2001          Present</p> <p>Total: <u>Yrs.</u>    <u>Mos.</u>                      14</p> <p>Hrs. per week <sup>40</sup>_____ . Volunteer <input type="checkbox"/></p>	<p>Title            Child Nutrition Kitchen Manager</p> <hr/> <p>Employer's Name and Address            San Ramon Valley Unified School District.</p>	<p>Duties Performed            Manage a Middle School Kitchen</p>
<p>D) Dates (Month, Day, Year)  <u>From</u>      <u>To</u></p> <p>Total: <u>Yrs.</u>    <u>Mos.</u></p> <p>Hrs. per week _____ . Volunteer <input type="checkbox"/></p>	<p>Title</p> <hr/> <p>Employer's Name and Address</p>	<p>Duties Performed</p>

7. How did you learn about this vacancy?

CCC Homepage  Walk-In  Newspaper Advertisement  District Supervisor  Other \_\_\_\_\_

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No  Yes

If Yes, please identify the nature of the relationship: \_\_\_\_\_

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name: Cindy McCann Date: 5/5/2014

### Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: **651 Pine Street, Room 106, Martinez, CA 94553.**
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5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.

Dear Dorothy Sansoe,

My name is Cindy McCann and I would like to be part of the Arts and Culture Commission, in Contra Costa County.

I know I have a Pleasanton zip code, but I do live in Contra Costa County and have for over 20 years. I live in a rural section of the Tassajara Valley.

I would like to fill one of the At Large vacancies.

Thank you so much for considering me for this position,

  
Cindy McCann

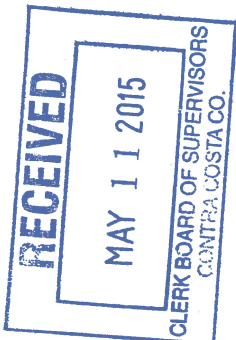
7111 Johnston Rd  
Pleasanton Ca  
94588

OAKLAND CA 94615

08 MAY 2015 PM 5 L



Office of the Clerk of the Board  
651 Pine Street Rm 106  
Martinez, CA 94553



9455312999

9455312999



Contra  
Costa  
County



For Reviewers Use Only:  
Accepted Rejected

**BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION**

MAIL OR DELIVER TO:  
Contra Costa County  
CLERK OF THE BOARD  
651 Pine Street, Rm. 106  
Martinez, California 94553-1292  
PLEASE TYPE OR PRINT IN INK  
(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

Arts and Culture Commission of Contra Costa Co  
PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

Commission Member at Large  
PRINT EXACT SEAT NAME (if applicable)

1. Name: McCauley, Pamela, Bartlett  
(Last Name) (First Name) (Middle Name)

2. Address: 1606 Silver Dell Rd., Lafayette, Ca 94549  
(No.) (Street) (Apt.) (City) (State) (Zip Code)

3. Phones: (925) 933-6023  
(Home No.) (Work No.) (Cell No.)

4. Email Address: pmwatercolor@gmail.com

5. EDUCATION: Check appropriate box if you possess one of the following:

High School Diploma  G.E.D. Certificate  California High School Proficiency Certificate

Give Highest Grade or Educational Level Achieved: graduated college

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) university of Calif at Riverside		Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>				
B) Occidental College	Art	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			BA	1965
C)		Yes No <input type="checkbox"/> <input type="checkbox"/>				
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded:			
Occidental College	Teaching		Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year)            From <input type="text"/> To <input type="text"/>            Feb. 2014 present            Total: Yrs. <input type="text"/> Mos. <input type="text"/>            4 1 6            Hrs. per week <input type="text"/> 10 . Volunteer <input checked="" type="checkbox"/></p>	<p>Title            Board Member at Large            Employer's Name and Address            Lamorinda Arts Alliance</p>	<p>Duties Performed            Finding venues for art exhibits. then organizing the shows. everything from curating, publicity, all paperwork, and hanging for 3 shows so far</p>
<p>B) Dates (Month, Day, Year)            From <input type="text"/> To <input type="text"/>            march 2009 present            Total: Yrs. <input type="text"/> Mos. <input type="text"/>            6 5            Hrs. per week <input type="text"/> 4 . Volunteer <input checked="" type="checkbox"/></p>	<p>Title            Curator            Employer's Name and Address            Martinez Art Association-Martinez Gallery</p>	<p>Duties Performed            In charge of hanging all the art shows at the Martinez Gallery</p>
<p>C) Dates (Month, Day, Year)            From <input type="text"/> To <input type="text"/>            Total: Yrs. <input type="text"/> Mos. <input type="text"/>            Hrs. per week <input type="text"/> . Volunteer <input type="checkbox"/></p>	<p>Title            Employer's Name and Address</p>	<p>Duties Performed</p>
<p>D) Dates (Month, Day, Year)            From <input type="text"/> To <input type="text"/>            Total: Yrs. <input type="text"/> Mos. <input type="text"/>            Hrs. per week <input type="text"/> . Volunteer <input type="checkbox"/></p>	<p>Title            Employer's Name and Address</p>	<p>Duties Performed</p>



7. How did you learn about this vacancy?

CCC Homepage  Walk-In  Newspaper Advertisement  District Supervisor  Other AC5 Commissioner

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No  Yes

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No  Yes

If Yes, please identify the nature of the relationship:

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Sign Name:

*Pamela B McAuley*

Date:

*7/17/15*

### Important Information

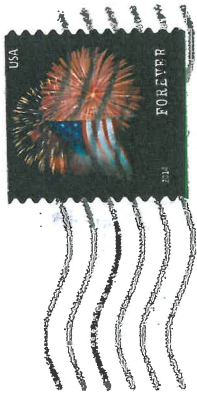
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**THIS FORM IS A PUBLIC DOCUMENT**

9455912999

Thomas & Pamela McCauley  
1606 Silver Dell Rd  
Lafayette, CA  
94549

OAKLAND CA 945  
17 JUL 2015 PM 6 L



Clerk of the Board  
651 Pine St., Rm 106  
Martinez, CA  
94553-1292

9455912999



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 20, 2015

Subject: Appointment in lieu of election of Trustee for Reclamation District No. 2065 (Veale Tract)

---

**RECOMMENDATION(S):**

APPOINT in lieu of election Thomas Baldocchi, Sr. to serve for a term ending December, 2019, on the Board of Trustees for Reclamation District No. 2065 (Veale Tract), as recommended by the County Administrator

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Board of Supervisors has received correspondence from Dante John Nomellini, Jr., Secretary and Counsel for the Board of Trustees for Reclamation District No. 2065 (Veale Tract). Mr. Nomellini, Jr. reported in the correspondence that the District has one vacancy on the Board of Trustees, has called for nominations for the vacancy and received one nomination petition to fill it. The Board of Trustees did not receive a petition requesting an election. The District's Board of Trustees at this time respectfully requests that the Board of Supervisors appoint the nominee, Thomas Baldocchi, Sr. to fill the vacancy on the District's Board of Trustees. According to Mr. Nomellini, Jr., Mr. Baldocchi, Sr. is qualified and willing to serve as a trustee. The term of the appointment ends December, 2019.

**CONSEQUENCE OF NEGATIVE ACTION:**

The proposed nominee for the Reclamation District's Board of Trustees would not be appointed.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF  
SUPERVISORS**

I hereby certify that this is 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 20, 2015

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

Contact:  
925-335-1096

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

None.

ATTACHMENTS

Appointment of Trustee for RD 2065

NOMELLINI, GRILLI & MCDANIEL

PROFESSIONAL LAW CORPORATIONS

235 EAST WEBER AVENUE

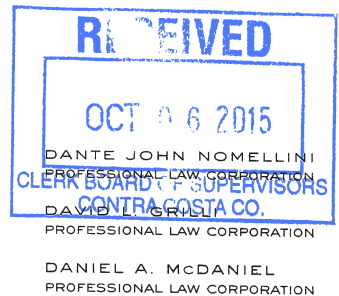
POST OFFICE BOX 1461

STOCKTON, CALIFORNIA 95201-1461

TELEPHONE (209) 465-5883

FAX: (209) 465-3956

DANTE JOHN NOMELLINI  
DAVID L. GRILLI  
DANIEL A. MCDANIEL  
DANTE JOHN NOMELLINI, JR.



October 2, 2015

Board of Supervisors  
Contra Costa County  
651 Pine Street  
Martinez, California 94553

Re: Appointment of Trustees for Reclamation District No. 2065.

Dear Registrar of Voters:

Pursuant to the Notice Calling for Nomination Petitions for one (1) vacancy on the Board of Trustees for Reclamation District No. 2065 ("District"), the District received one (1) nomination petition from Thomas Baldocchi, Sr. Since no petition requesting an election was presented to the District, the Board of Trustees of the District requests that the Board of Supervisors, at their next regular meeting, appoint this nominee to fill the vacancy since he is both qualified and willing to serve as trustee. The appointment is requested to be as follows:

Thomas Baldocchi, Sr. for the term ending December, 2019

Thank you for your time and attention to this matter.

Very truly yours,

RECLAMATION DISTRICT NO. 2065

By: \_\_\_\_\_

Dante John Nomellini, Jr.  
Secretary and Counsel

SACRAMENTO  
CA 957  
02 OCT '15  
PW 3 L

NOMELLINI, GRILLI & MCDANIEL  
PROFESSIONAL LAW CORPORATIONS  
235 E. WEBER AVENUE (95202)  
P.O. BOX 1461  
STOCKTON, CALIFORNIA 95201-1461



Board of Supervisors  
Contra Costa County  
651 Pine Street  
Martinez, CA 94553





Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: October 20, 2015

Subject: RESIGNATION FROM THE FIRST 5 CONTRA COSTA CHILDREN AND FAMILIES COMMISSION

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Belinda Lucey, DECLARE a vacancy in District II Alternate Seat on the First 5 Contra Costa Children and Families Commission effective immediately, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Candace Andersen:

Belinda Lucey  
35 Ashford Place  
Moraga, CA 94556

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Contra Costa County Board of Supervisors established the First 5 Contra Costa Children and Families Commission on June 15, 1999 (Ordinance 99-15). The Board appointed nine Commission members and nine Alternate members on September 1, 1999. Members include one Supervisor from the County Board of Supervisors, the Director 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.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 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

**CONSEQUENCE OF NEGATIVE ACTION:**

The seat will remain filled without the benefit of a member in attendance.

**CHILDREN'S IMPACT STATEMENT:**

None.





Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: October 20, 2015

Subject: RESIGNATION FROM THE ALAMO POLICE SERVICES ADVISORY COMMITTEE

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Anne Struthers, DECLARE a vacancy in the Appointee 9 Seat on the Alamo Police Services Advisory Committee effective immediately, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Candace Andersen:

Anne Struthers  
130 South Avenue  
Alamo, CA 94507

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Established on November 18, 1969, by Board Resolution 69/765, the purpose of the County Service Area P-2B Citizens Advisory Committee is to advise the Board of Supervisors and the Sheriff's Department on the needs of the Alamo community for extended police services which shall include, but not be limited to, enforcement of the State Vehicle Code, crime prevention, and litter control. On March 19, 2013, the Board of Supervisors approved a Board Order that retitled the County Service Area P-2B Citizens Advisory Committee to the "Alamo Police Services Advisory Committee". Alamo Police Services Advisory Committee is comprised of nine regular members and two alternates who each serve a two year term.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 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, APSAC, Appointee

CONSEQUENCE OF NEGATIVE ACTION:

The seat will remain filled without the benefit of a member present.

CHILDREN'S IMPACT STATEMENT:

None.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: October 20, 2015

Subject: Appropriation Adjustment - Law Enforcement Training Center (142000)

---

**RECOMMENDATION(S):**

APPROVE Appropriations and Revenue Adjustment No. 5005 increasing appropriations in the amount of \$239,604 from fund balance for the purchase of seven training vehicles and a storage shed for the Law Enforcement Training Center.

**FISCAL IMPACT:**

100% Law Enforcement Training Center Enterprise Fund

**BACKGROUND:**

The Law Enforcement Training Center (LETC) has eight 1997-007 Ford Crown Victorias that are non-ISF vehicles. These police pursuit vehicles are used at LETC for both Academy and In-Service training. Typically, these vehicles do not accumulate high mileage due to the assignment of driving the Emergency Vehicle Operation Course repeatedly, but wear and tear on these vehicles is significant. The Tuff Shed will be used for storage at the Law Enforcement Training Center.

**CONSEQUENCE OF NEGATIVE ACTION:**

LETC training activities will be hindered without the additional vehicles and storage shed.

**CHILDREN'S IMPACT STATEMENT:**

No impact.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Liz Arbuckle,  
(925)335-1529

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

By: , Deputy

cc:

ATTACHMENTS

Appropriation and Revenue Adjustment No.  
5005

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

AUDITOR-CONTROLLER USE ONLY: FINAL APPROVAL NEEDED BY:	
<input checked="" type="checkbox"/>	BOARD OF SUPERVISORS
<input type="checkbox"/>	COUNTY ADMINISTRATOR
<input type="checkbox"/>	AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: 0258 Sheriff Law Enforcement Training Center		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
2554	2131	Minor Furniture/Equipment		4,126.00
2554	4953	Autos & Trucks		235,478.00
			0.00	239,604.00

**APPROVED**

AUDITOR – CONTROLLER  
 By: *[Signature]* Date 10/14/15

COUNTY ADMINISTRATOR  
 By: *[Signature]* Date 10/14/15

BOARD OF SUPERVISORS  
 YES:  
 NO:

By: \_\_\_\_\_ Date \_\_\_\_\_

**EXPLANATION OF REQUEST**

Appropriate fund balance for the purchase of seven vehicles and a Tuff-Shed storage shed for the Law Enforcement Training Center.


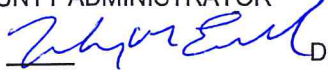
PREPARED BY: Elizabeth Arbuckle  
 TITLE: Sheriff Fiscal Officer  
 DATE: 10/8/2015

APPROPRIATION APOO 5005  
 ADJ. JOURNAL NO.

**CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT/  
ALLOCATION ADJUSTMENT  
TC/24**

AUDITOR-CONTROLLER USE ONLY:	
FINAL APPROVAL NEEDED BY:	
<input checked="" type="checkbox"/>	BOARD OF SUPERVISORS
<input type="checkbox"/>	COUNTY ADMINISTRATOR
<input type="checkbox"/>	AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: 0258 Sheriff Law Enforcement Training Center		
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE	<DECREASE>
2554	8981	Fund Balance Available	239,604.00	
TOTALS			239,604.00	0.00

<p align="center">APPROVED</p> <p>AUDITOR – CONTROLLER By: <u></u> Date <u>10/14/15</u></p> <p>COUNTY ADMINISTRATOR By: <u></u> Date <u>10/14/15</u></p> <p>BOARD OF SUPERVISORS</p> <p>YES:</p> <p>NO:</p> <p>By: _____ Date _____</p>	<p>EXPLANATION OF REQUEST</p> <p>Appropriate fund balance for the purchase of seven vehicles and a Tuff-Shed storage shed for the Law Enforcement Training Center.</p> <p>PREPARED BY: <u>Elizabeth Arbuckle</u> TITLE: <u>Sheriff Fiscal Officer</u> DATE: <u>10/8/2015</u></p> <p align="right">REVENUE ADJ. JOURNAL NO.      RAOO <u>5005</u></p>
---	--



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, Redevelopment Agency Executive Director  
Date: October 20, 2015

Subject: ALLOCATION OF BACK-PAID STATE SB 90 REIMBURSEMENT TO CONSERVATION & DEVELOPMENT  
DEPARTMENT FOR STUDY OF COMMUNITY CHOICE ENERGY AGGREGATION

---

**RECOMMENDATION(S):**

APPROVE Appropriations and Revenue Adjustment No. 5007 authorizing new revenue in General County Revenue (Dept 0005) in the amount of \$25,000 from back-paid State SB 90 mandate reimbursement and appropriating it to the Conservation and Development Department (DCD) (Dept 0591) for the study of Community Choice Energy Aggregation.

**FISCAL IMPACT:**

The recommended action will increase budgeted general County revenue and expenditures each by \$25,000 for a net fiscal impact of zero.

**BACKGROUND:**

On August 18, 2015, the Board of Supervisors referred to the Internal Operations Committee (IOC) the topic of Community Choice Aggregation. Community Choice Aggregation (CCA) is the practice of aggregating consumer electricity demand within a jurisdiction or region for purposes of procuring energy. The existing energy utility remains responsible for transmission and distribution. The most common reason for jurisdictions pursuing CCA is to promote electricity generation from renewable energy sources and offer consumers choice in purchasing electricity with potential opportunities for cost savings.

The IOC took up CCA at its regular September 14 meeting and on October 13, recommended to the Board of Supervisors that outreach be conducted to Contra Costa cities and neighboring counties to gauge their interest in

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Julie DiMaggio Enea  
(925) 335-1077

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

### BACKGROUND: (CONT'D)

>partnering with Contra Costa County to implement CCA. The Board directed the Conservation and Development Department (DCD) to conduct this outreach and examine the following three CCA options:

- forming a CCA partnership among the cities and the County, representing the unincorporated areas;
- partnering with Alameda County (and its cities) to form a CCA program; or
- joining the existing Marin Clean Energy program (which currently provides energy to three Contra Costa cities – Richmond, San Pablo and El Cerrito).

In recognition that the outreach effort will require a substantial amount of staff time, expertise, and experience in field of energy aggregation, the Board agreed to allocate \$25,000 to DCD to engage a consultant to assist with the outreach effort and the study of CCA options. Today's recommended action appropriates the funding to support the Board's directive.

### CONSEQUENCE OF NEGATIVE ACTION:

Should the Board elect not to approve the appropriation, the DCD would not have adequate staff resources, expertise or experience with which to engage Contra Costa cities and neighboring counties to explore CCA implementation options and costs.

### ATTACHMENTS



APOO 5007: Community Choice Aggregation\_Allocation to DCD



**CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT/  
ALLOCATION ADJUSTMENT  
TC/24**

AUDITOR-CONTROLLER USE ONLY:	
FINAL APPROVAL NEEDED BY:	
<input checked="" type="checkbox"/>	BOARD OF SUPERVISORS
<input type="checkbox"/>	COUNTY ADMINISTRATOR
<input type="checkbox"/>	AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: General County Revenue (0005)		
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE	<DECREASE>
0005	9429	State Aid Mandated Expenditures	25,000.00	
TOTALS			25,000.00	0.00

<p align="center"><b>APPROVED</b></p> <p>AUDITOR – CONTROLLER By: <u></u> Date <u>10/15/15</u></p> <p>COUNTY ADMINISTRATOR By: <u></u> Date <u>10/14/15</u></p> <p>BOARD OF SUPERVISORS</p> <p>YES:</p> <p>NO:</p> <p>By: _____ Date _____</p>	<p><b>EXPLANATION OF REQUEST</b></p> <p>Increase revenue by \$25,000 to recognize back-paid State SB 90 reimbursement that is being allocated to the Conservation &amp; Development Department to study Community Choice Energy Aggregation.</p> <p>PREPARED BY: <u>Julie Enea</u> TITLE: <u>Sr. Deputy County Administrator</u> DATE: <u>10/14/2015</u></p> <p align="right">REVENUE ADJ. JOURNAL NO.      RAOO <u>5007</u></p>
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**CONTRA COSTA COUNTY  
 APPROPRIATION ADJUSTMENT/  
 ALLOCATION ADJUSTMENT  
 T/C-27**

<b>AUDITOR-CONTROLLER USE ONLY:</b>	
FINAL APPROVAL NEEDED BY:	
<input checked="" type="checkbox"/>	BOARD OF SUPERVISORS
<input type="checkbox"/>	COUNTY ADMINISTRATOR
<input type="checkbox"/>	AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: DCD-Neighborhood Preservation Program (0591)		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
0591	2310	Professional/Specialized Services		25,000.00
			0.00	25,000.00

**APPROVED**

AUDITOR – CONTROLLER  
 By: [Signature] Date 10/15/15

COUNTY ADMINISTRATOR  
 By: [Signature] Date 10/14/2015

BOARD OF SUPERVISORS  
 YES \_\_\_\_\_  
 NO \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

**EXPLANATION OF REQUEST**

Increase appropriations for the study of Community Choice Energy Aggregation, as directed by the Board of Supervisors on 10/13/15.

PREPARED BY: Julie Enea  
 TITLE: Sr. Deputy CAO  
 DATE: 10/14/2015

APPROPRIATION APOO 5007  
 ADJ. JOURNAL NO. \_\_\_\_\_



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: October 20, 2015

Subject: Add six (6) full time positions in the Fiscal Division of the Administrative Services Bureau of EHSD

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21719 to add six (6) full time positions in the Fiscal Division of the Administrative Services Bureau of the Employment and Human Services Department (EHSD). The details of the six positions are as follows:

- Two (2) Departmental Fiscal Officer (APSA) (unrepresented) positions at Salary Plan and Grade B82 1724 (\$6,323-\$7,704);
- One (1) Supervising Accountant (SAHJ) (represented) position at Salary Plan and Grade ZA5 1703 (\$6,009-\$7,304);
- One (1) Social Services Fiscal Compliance Accountant (XASH) (represented) position at Salary Plan and Grade ZB5 1643 (\$5,662-\$6,883);
- One (1) Administrative Services Assistant III (APTA) (represented) position at Salary Plan and Grade ZB5 1631 (\$5,596-\$6,801); and
- One (1) Accountant III (SATA) (represented) position at Salary Plan and Grade ZB5 1576 (\$5,299-\$6,441).

**FISCAL IMPACT:**

Upon approval of the six (6) positions, the additional costs associated with this action are approximately \$784,310 annually with benefits, including \$167,383 in pension costs. These positions will be funded with 45% Federal revenue, 45% State revenue, and 10% County cost.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Holly Trieu (925)  
313-1560

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

By: , Deputy

cc: EHSD, Human Resources, Otilia Parra

## BACKGROUND:

The Employment and Human Services Department (EHSD) is requesting to add two permanent full time Departmental Fiscal Officer positions and one permanent full time Supervising Accountant position. The Fiscal Division's current organization structure lacks an effective leadership and management structure that is required for the complexity and size of the fiscal operations. In the current organization structure, Accountants report to Administrative Services Assistant IIIs, and the highest level position reporting to the Employment and Human Services (EHS) Chief Financial Officer is the Administrative Assistant III.

The reorganization proposes to revise the current Fiscal Unit structure by adding an additional management level via the utilization of two additional Departmental Fiscal Officers necessary to support the EHS Chief Financial Officer with complex and high-level decision making. Class incumbents will assume a scope of responsibility for the Financial Planning & Analysis Unit or the Accounting and Claims Unit.

### Request to Add Two Departmental Fiscal Officer Positions

The two Departmental Fiscal Officer positions will manage and administer EHSD fiscal functional areas including budget management, revenue claiming, financial reporting, fiscal compliance, general accounting, cost accounting, and fiscal operations. The positions will provide management and oversight on complex, varied and specialized financial assignments that typically have Department-wide or multi-departmental impact. The positions will be responsible for unit oversight, advising top management on various financial related projects and assignments, handling complex assignments, and personnel, staff development and training related issues in their respective units. The positions will work with staff to create and implement fiscal policies and procedures to ensure best practices and transfer of institutional knowledge.

### Request to Add One Supervising Accountant Position

The reorganization proposes to add one permanent full time Supervising Accountant that will provide supervision to Accountants, Accounting Technicians, and an Account Clerk Supervisor who supervises seven account clerks. The Supervising Accountant is expected to have the technical competencies to oversee the accounting operations and will supervise accounting staff working on complex welfare accounting functions, including general accounting, benefits recovery, assistance claims, statistical reporting, time study function, contracts/accounts payable and accounts receivable. The position will oversee accounting personnel staff development and training and work with staff to create and implement accounting procedures to ensure best practices and transfer of institutional knowledge.

### Request to Add One Social Services Fiscal Compliance Accountant Position

EHSD is requesting to add one permanent full time Social Services Fiscal Compliance Accountant. The Social Services Fiscal Compliance Accountant will perform internal monitoring of fiscal practices, statistical/claim internal audit, sub-recipient monitoring system, development and monitoring of fiscal procedure manual, and fiscal training system for fiscal and non-fiscal staff. The current fiscal compliance accountant's role will continue to perform internal security activities and audit of payment assistance issuance systems. Other duties include reviewing operations policies and procedures, recommending changes to existing policies and procedures, and training staff on internal security best practices.

### Request to Add One Administrative Assistant III Position

EHSD is requesting to add one permanent full time Administrative Assistant III position to its Fiscal Division. The Administrative Assistant III will provide oversight and analytical support to statistical reporting, benefit recovery operations, and assistance claiming and reporting. This position will manage trust funds for Welfare Aid Refunds and Child Support and serve as contact for internal and external audits related to assistance and benefit recovery. Other duties include approving financial documents, including year-end journals for deferrals and accruals, serving as the bank liaison for the merchant account (credit card), revolving account (check writing), and credit union account (auto loans). This position will provide analytical support for the Welfare Accounting daily banking operations and tax intercept program, manage processes for distribution of EBT cards and check stock, set threshold issuance amounts in CalWIN and serve on work-groups related to CalWIN management reporting.

### Request to Add One Accountant III Position

EHSD is requesting to add one permanent full time Accountant III position. The Accountant III will perform complex accounting assignments in the areas of cost analysis and revenue claiming, general ledger reconciliation, cost allocation to various cost centers, and revenue/expenses deferral and accrual. This position requires a high level understanding and interpretation of the various federal and state claiming rules for over 250 EHSD program components included in the County Expense Claim and other programs such as In-Home Supportive Services (IHSS), Covered California, Area Agency on Aging, and Small Business Development Center (SBDC) for which claims must be prepared timely and accurately in order to claim grant revenues.

This position will add capacity to the claiming function of the EHSD Fiscal Division to better maximize EHSD's revenue streams in a timely fashion while adhering to the compliance and reporting requirements of the various funding agencies. The additional capacity would also mitigate the risk associated with having a high degree of knowledge concentration for a critical function in one single position. The position will provide for better internal control in the cost allocation process and for a higher degree of segregation of duties in the complex area of the welfare claiming system.

#### CONSEQUENCE OF NEGATIVE ACTION:

##### Two Departmental Fiscal Officer and One Supervising Accountant Positions

If the two Departmental Fiscal Officer positions are not added, the Fiscal Division will be unable to provide effective leadership and adequate supervision in critical areas of EHSD's fiscal operations such as federal and state revenue claiming, general accounting, cost accounting, welfare accounting, fiscal compliance, budget monitoring/management, sub-recipient fiscal oversight, and fiscal reporting. Additionally, the lack of effective leadership and adequate supervision increases the risk of noncompliance with federal and state funded programs requirements that have a high level of fiscal complexity requiring adequate internal control oversight of welfare accounting transactions and fiscal reporting/claiming.

If the Supervising Accountant position is not added, the Fiscal Division will be unable to provide adequate supervision in critical areas of EHSD's accounting operations. Additionally, EHSD's Fiscal Division will be negatively impacted without this position by way of potential revenue losses, higher accounting errors rate due to lack of oversight, noncompliance with federal and state funded programs requirements, and lack of internal controls.

##### One Social Services Fiscal Compliance Accountant Position

If this position is not added, the Fiscal Division will be unable to provide coordination and oversight of sub-recipient fiscal monitoring and develop written EHSD accounting controls policies and procedures. Additionally, the Fiscal Division will be negatively impacted by its reduced capacity to review fiscal control practices that could lead to noncompliance with federal and state funded programs.

##### One Administrative Assistant III Position

If this position is not added, the Fiscal Division will be negatively impacted by its limited capacity to provide oversight and analytical support to critical areas required by federal and state funded programs such as statistical reporting, benefit recovery operations, and assistance claiming and reporting. Additionally, the Fiscal Division will be unable to provide high level critical assessment and problem solving of the aforementioned fiscal systems that could lead to operational inefficiencies and noncompliance with federal and state funded programs requirements.

##### One Accountant III Position

If this position is not added, the Fiscal Division will be negatively impacted by its limited capacity to prepare accurate and timely revenue claims that could lead to noncompliance with federal and state funded programs requirements and potential losses of revenues.

#### CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P300 No. 21719

P300 No. 21719 Attachment A

**POSITION ADJUSTMENT REQUEST**

NO. 21719  
DATE 8/7/2015

Department EHSD

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

Action Requested: Add two Departmental Fiscal Officer (APSA), one Supervising Accountant (SAHJ), one Social Services Fiscal Compliance Accountant (XASH), one Administrative Services Assistant III (APTA), and one Accountant III (SATA) in the Fiscal Division of the Administrative Services Bureau of the Employment and Human Services Department.

Proposed Effective Date: 8/18/2015

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

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

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

Total annual cost	<u>\$784,310.00</u>	Net County Cost	<u>\$78,431.00</u>
Total this FY	<u>\$588,233.00</u>	N.C.C. this FY	<u>\$58,823.00</u>

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Federal 45%, State 45%, County 10%

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

Holly Trieu 3-1560

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan

8/10/15

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/12/2015

See Attachment A

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

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Lisa Lopez

10/12/2015

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

10/13/2015

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: \_\_\_\_\_

Enid Mendoza

\_\_\_\_\_  
(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 10/13/2015

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



**Attachment A**

**P300 No. 21719**

Board Meeting Date October 20, 2015

Position Adjustment Resolution No. 21719 to add six (6) full time positions:

- Two (2) Departmental Fiscal Officer (APSA) (unrepresented) full time position at Salary Plan and Grade B82 1724 (\$6323-\$7704);
- One (1) Supervising Accountant (SAHJ) (represented) full time position at Salary Plan and Grade ZA5 1703 (\$6009-\$7304);
- One (1) Social Services Fiscal Compliance Accountant (XASH) (represented) full time position at Salary Plan and Grade ZB5 1643 (\$5662-\$6883);
- One (1) Administrative Services Assistant III (APTA) (represented) full time position at Salary Plan and Grade ZB5 1631 (\$5596-\$6801); and
- One (1) Accountant III (SATA) (represented) full time position at Salary Plan and Grade ZB5 1576 (\$5299-\$6441)

in the Fiscal Division of the Administrative Services Bureau of the Employment and Human Services Department.



Contra  
Costa  
County

To: Contra Costa County Fire Protection District Board of Directors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: October 20, 2015

Subject: ADOPT Position Adjustment Resolution to Establish the Classification of Deputy Fire Chief-Exempt

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21770 to establish the classification of Deputy Fire Chief-Exempt (RPB2) (unrepresented) at salary plan and grade BF5 2373 (\$11,670 - \$14,186), and add one (1) Deputy Fire Chief-Exempt position in the Contra Costa County Fire Protection District.

**FISCAL IMPACT:**

The total projected annual cost of this position is approximately \$368,092. Of that amount, approximately \$133,727 is attributable to employer retirement costs. The prorated cost for fiscal year 2015-16 is \$245,395, of which \$89,152 is attributable to employer retirement costs. Funding for this position was included in the District's 2015-16 Budget.

**BACKGROUND:**

Under direction of the Fire Chief, the new classification of Deputy Fire Chief-Exempt will be responsible for the emergency operations, support services, and fire prevention services of the Contra Costa County Fire Protection District. The Deputy Fire Chief will act for the Fire Chief in the Chief's absence. The Deputy Fire Chief is principal to the Fire Chief and

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Denise Cannon,  
925-941-3311

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

By: , Deputy

cc: James Hicks, Cheryl Koch, Eldreai Ellis, Denise Cannon-Sanchez, Gladys Scott Reid

BACKGROUND: (CONT'D)

directs the Emergency Operations Division, Support Services Division and Prevention Services of the Contra Costa County Fire Protection District. The Deputy Fire Chief exercises management of two (2) Assistant Fire Chiefs, line supervision over subordinate fire officers and general (non-safety) employees of the District. The Deputy Fire Chief will be responsible for establishing and maintaining executive level relationships and represent the District to the legislature, special interest groups and officials of the local, state, and federal governments as well as the general public which are critical to accomplishing the vision and mission of the Fire District. The incumbent will be responsible for implementing and insuring the District emergency operations are conducted with the use of an incident command system or other method which effectively utilizes the emergency response resources and provides input to the District, county, regional, or state disaster planning and emergency response efforts. The Deputy Fire Chief will be responsible for identifying strategic planning needs, explaining and justifying the need for fire district programs, policies, and activities and may serve as the primary District spokesperson with the news media. Additionally, there are long-term needs that the Deputy Fire Chief will also be responsible for such as fire station relocation, developer and other related fees, grant opportunities and potential annexations, which currently cannot be delegated to the two existing Assistant Fire Chiefs due to their already over extended commitments to daily operations and administrative responsibilities to their subordinate fire and civilian personnel.

CONSEQUENCE OF NEGATIVE ACTION:

The District will not achieve its vision and mission to become more innovative, efficient, and financially sustainable without the capacity and capability of adding a Deputy Fire Chief.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P300 21770

**POSITION ADJUSTMENT REQUEST**

NO. 21770  
DATE 10/14/15

Department Contra Costa County Fire Protection District Department No./  
Budget Unit No. 7300 Org No. 7300 Agency No. 70

Action Requested: ESTABLISH the classification of Deputy Fire Chief-Exempt (RPB2) (unrepresented) at salary plan and grade BF5 2373 (\$11,670 - \$14,186) and ADD one (1) position in the Contra Costa County Fire Protection District.

Proposed Effective Date: 11/01/2015

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

Total One-Time Costs (non-salary) associated with request: \$0

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

Total annual cost \$368,092 Net County Cost \$0

Total this FY \$245,395 N.C.C. this FY \$0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT New Position Funded in FY 2015-16 Budget

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

Jackie Lorrekovich

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Timothy M. Ewell

10/14/15

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10-14-2015

Establish the classification of Deputy Fire Chief-Exempt (RPB2) (unrepresented) at salary plan and grade BF5 2373 (\$11,670 - \$14,186) and add one (1) Deputy Fire Chief-Exempt position

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

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Gladys Scott Reid

10-14-2015

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

10/14/15

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: \_\_\_\_\_

/s/ Timothy M. Ewell

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 10/15/2015

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 Director  
Date: October 20, 2015

Subject: Decrease position hours of an Exempt Medical Staff Dentist in Health Services Department

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21768 to decrease the hours of one Exempt Medical Staff Dentist (VPW0) at salary level 1P5-2119 (\$8,863-\$11,920) position #9314 from 25/40 to 20/40. (Represented)

**FISCAL IMPACT:**

Upon approval, this action has an annual cost savings of approximately \$26,283 which includes \$6,347 in pension costs.

**BACKGROUND:**

The Contra Costa Health Services Dental Clinics provide a broad range of dental services to a diverse patient population. Dental services include emergency, preventive, operative (restorative) oral surgery prosthodontics and other dental procedures. The Health Services Department is requesting to reduce the hours of an Exempt Medical Staff Dentist position number #9314 from 25/40 to 20/40 as the incumbent is no longer able to fulfill his position hours and is currently utilizing his accruals to avoid any loss in his benefits.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Arlene J. Lozada  
(925)957-5269

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the incumbent will not meet the position hours and consequently lose accruals and benefits.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

ATTACHMENTS

P300 No. 21768

POSITION ADJUSTMENT REQUEST

NO. 21768
DATE 10/22/2015

Department Health Services

Department No./
Budget Unit No. 0450 Org No. 5797 Agency No. A18

Action Requested: Decrease hours of one(1) Exempt Medical Staff Dentist (VPW0) position #9314 from 25/40 to 20/40 in the Health Services Department

Proposed Effective Date: 10/21/2015

Classification Questionnaire attached: Yes [ ] No [x] / Cost is within Department's budget: Yes [x] No [ ]

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

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

Total annual cost (\$26,283.60) Net County Cost \$0.00
Total this FY (\$19,712.25) N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings

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

Arlene J. Lozada

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

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 10/13/2015

- [ ] Approve Recommendation of Director of Human Resources
[ ] Disapprove Recommendation of Director of Human Resources
[x] Other: Approve as recommended by the department.

Enid Mendoza

(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 10/14/2015

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: October 20, 2015

Subject: Increase position hours of a Public Health Nurse in the Health Services Department

---

**RECOMMENDATION(S):**

Adopt Position Adjustment Resolution No. 21769 to increase the hours of one Public Health Nurse (VVXA) at salary level LT2-1832 (6,954-\$9,353) position #8777 from 24/40 to 40/40. (Represented)

**FISCAL IMPACT:**

Upon approval, this action has an annual cost of approximately \$80,149 which includes \$15,937 in pension costs. The cost is under Public Health and will be 100% funded by a Targeted Case Management revenue.

**BACKGROUND:**

Targeted Case Management (TCM) is a funding source used by Public Health Nursing. TCM monies are generated with Public Health Nurses conducting home visits with clients in the community and provide case management services that assist clients to gain access to needed Medi-cal services.

The Public Health Clinic Staffing Pool Unit has a Public Health Nurse position #8777 with an assigned work hours of 24/40. The Unit is requesting to increase the hours of this currently filled Public Health Nurse position by 16 hours because the incumbent is frequently working more hours than the number of hours originally

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Arlene J. Lozada  
(925)957-5269

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

assigned to the position. The caseload of the incumbent encompasses West County where there is a great need for Public Health Nurse services. Due to the closure of hospitals and clinics within the vicinity, there is an increased amount of clients who need assistance with resources, resulting to the increase in the number of referrals received by the Unit. The increased work hours will allow the incumbent to continue to respond to the needs of the community and close the gap in services. It is therefore deemed appropriate to increase the position hours of position #8777 from 24/40 to 40/40.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, services needed by the community will not be provided.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P300 No. 21769

**POSITION ADJUSTMENT REQUEST**

NO. 21769  
DATE 10/2/2015

Department Health Services

Department No./  
Budget Unit No. 0450 Org No. 5797 Agency No. A18

Action Requested: Increase hours of one (1) Public Health Nurse (VVXA) position #8777 from 24/40 to 40/40 in the Health Services Department

Proposed Effective Date: 10/21/2015

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	<u>\$80,149.24</u>	Net County Cost	<u>\$0.00</u>
Total this FY	<u>\$14,858.21</u>	N.C.C. this FY	<u>\$0.00</u>

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Targeted Case Management (TCM) Revenue Offset

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

Arlene J. Lozada

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

\_\_\_\_\_  
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 10/13/2015

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

Enid Mendoza

\_\_\_\_\_  
(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 10/14/2015

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: David Twa, County Administrator  
Date: October 20, 2015

Subject: Resolution No. 2015/400 Local 21 Side Letter-Amendments to the MOU between the County and IFPTE Local 21

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/400, approving the side letter between Contra Costa County and Professional & Technical Engineers, Local 21 amending the parties' Memorandum of Understanding (MOU) to specify that Section 42.12, Library Holidays will apply to Unit C, as recommended by the County Administrator.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

On March 31, 2015, the Board of Supervisors formally recognized IFPTE Local 21 as the majority representative of the Engineering Unit. On July 7, 2015, the Board adopted a Side Letter between the County and Local 21 which described the terms and conditions of employment for the Engineering Unit which is now identified as Unit C of IFPTE Local 21.

When staff met and conferred with Local 21 to move the Engineering Unit from Local One we inadvertently neglected to include one section, 42.12, Library Department Holidays. At that time there were no Unit C employees in the Library. Since then, the Library hired an employee in to a Unit C position, which necessitates the need to make the provision apply to Unit C. The added MOU language is:

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Lisa Driscoll (925)  
335-1023

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

By: , Deputy

cc: Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources

BACKGROUND: (CONT'D)

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

CONSEQUENCE OF NEGATIVE ACTION:

Affected employees in the County Library will have holiday the conflicts with library hours.

ATTACHMENTS

Resolution No. 2015/400

Local 21 - Side Letter - Unit C Library

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

Adopted this Resolution on 10/20/2015 by the following vote:

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2015/400**

**In The Matter Of:** Amendments to the Memorandum of Understanding (Resolution 2014/132) between Contra Costa County and the Professional and Technical Engineers Local 21, for the period of July 1, 2012 through June 30, 2016.

The Contra Costa County Board of Supervisors acting in its capacity as Governing Board of the County of Contra Costa and all districts of which it is the ex-officio governing Board

**RESOLVES THAT:** Effective November 1, 2015, the attached Side Letter of Agreement dated October 9, 2015, between Contra Costa County and the Professional and Technical Engineers, Local 21, be **ADOPTED**

I hereby certify that this 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 (925) 335-1023**

**ATTESTED: October 20, 2015**

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

By: , Deputy

**cc:** Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources



**SIDE LETTER  
BETWEEN  
CONTRA COSTA COUNTY AND IFPTE, Local 21**

This Side Letter is by and between the Professional and Technical Engineers, IFPTE, Local 21 ("Local 21") and the County of Contra Costa ("County") and is effective on November 1, 2015, following approval of the Board of Supervisors.


Effective July 1, 2015, a side letter was approved by the Board of Supervisors to amend of the Memorandum of Understanding ("MOU") between the County and Local 21 (July 1, 2012-June 30, 2016), that specified which provisions of the MOU apply to Unit C (formerly known as the Engineering Unit). This side letter clarifies that Section 42.12 Library Department Holidays also applies to Unit C."


The terms of this Side Letter will be incorporated into the next MOU between the County and Local 21. Except as specifically amended or excluded by this Side Letter, all other terms and conditions of the MOU between Contra Costa County and Local 21 (July 1, 2012 – June 30, 2016) remain unchanged by this Side Letter.

Date: OCTOBER 9, 2015

**Contra Costa County:**  
(Signature / Printed Name)

**IFPTE, Local 21:**  
(Signature / Printed Name)

 | JEFF KYLE  
\_\_\_\_\_  
|  
\_\_\_\_\_  
|  
\_\_\_\_\_  
|  
\_\_\_\_\_

 | Jonathan T. Wright  
\_\_\_\_\_  
|  
\_\_\_\_\_  
|  
\_\_\_\_\_

APPENDIX L

CLASSIFICATIONS IN THE ENGINEERING UNIT  
(Sorted by: Classification)

Job Code	Classification Name
NPWA	JUNIOR DRAFTER
51WB	PLANNING TECHNICIAN I
DYWA	JUNIOR REAL PROPERTY AGNT
5HWB	GRAPHIC DESIGNER
5HVA	GRAPHICS TECHNICIAN II
51VB	PLANNING TECHNICIAN II
NP7A	COMPUTER AID DRAFT OPER TRAINEE
NPVA	SR DRAFTER
DY7C	SR REAL PROPERTY TECH ASST
51VC	ENVIRONMENTAL ASSISTANT
DY7B	REAL PROPERTY TECH ASSISTANT
DYTB	SR REAL PROPERTY AGENT
5HWA	GRAPHICS TECHNICIAN I
51TB	PLANNING TECHNICIAN III
NPWB	COMPUTER AIDED DRAFTING OPER
N4WA	TRAFFIC SAFETY INVESTIGATOR
DYVA	ASST REAL PROPERTY AGENT
NPHB	SUPERVISING DRAFTER
NPTA	LEAD C A D OPERATOR
DRWB	AUDITOR-APPRAISER I
DRVA	AUDITOR-APPRAISER II
DYTA	ASSOC REAL PROPERTY AGENT
DRTA	SR AUDITOR-APPRAISER



Contra  
Costa  
County

To: Board of Supervisors  
From: Chad Godoy, Director of Agriculture/Weights & Measures  
Date: October 20, 2015

Subject: #15-0465-SF Light Brown Apple Moth Program Regulatory

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture (CDFA) for an amount not to exceed \$60,262 to perform and provide quarantine response and regulatory enforcement activities in compliance with the requirements on behalf of the California Department of Food and Agriculture for the period of October 1, 2015 through September 30, 2016.

**FISCAL IMPACT:**

#15-0465-SF provides reimbursement for County expenses not to exceed \$60262 incurred during the period October 1, 2015 through September 30, 2016 for quarantine response and regulatory enforcement activities performed on behalf of California Department of Food and Agriculture. No county match.

**BACKGROUND:**

The Light Brown Apple Moth (LBAM) was first detected in Contra Costa County in March 2007 and subsequently the county has become generally infested. As multiple detections of LBAM continued, the California Department of Food and Agriculture (CDFA) imposed emergency adoption of Section 3434, Light Brown Moth Interior Quarantine, eventually adding the entirety of Contra

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: R. Crosby (925)  
646-5250

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Costa County. The United States Department of Agriculture (USDA) issued a Federal Domestic Quarantine Order (DA-2007-42), regulating the interstate movement of host material from the infested areas of California and Hawaii. This regulation requires all nurseries, green waste facilities, community gardens and harvest host plant commodities within the infested areas be issue quarantine compliance agreements and be inspected every 30 days.

CONSEQUENCE OF NEGATIVE ACTION:

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

CHILDREN'S IMPACT STATEMENT:

none



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 20, 2015

Subject: Agreement #28-361 with John Muir Health

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Agreement #28-361 from John Muir Health, to pay the County in an amount not to exceed \$285,000, for the Health Care Interpreter Network (HCIN) Cooperative Program for Contra Costa Health Services to hire and provide one Spanish medical interpreter to John Muir Health, for the period from October 1, 2015 through September 30, 2018.

**FISCAL IMPACT:**

Approval of this agreement will result in an amount not to exceed \$285,000 for the Health Care Interpreter Network Cooperative Program. No County match required.

**BACKGROUND:**

In order to join the Health Care Interpreter Network, John Muir Health must seat at least one Spanish medical interpreter to be shared among the members of the network. John Muir Health does not currently have a Spanish interpreter. John Muir Health will pay Contra Costa County Health Services (CCHS) to hire and supervise a medical interpreter and allow the interpreter to work within the County's Language Access Unit of CCHS to provide Spanish interpreter services

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: William Walker,  
957-5410

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

By: , Deputy

cc: T Scott, N Rios

BACKGROUND: (CONT'D)

to John Muir Health and to other HCIN members, as availability allows.

Approval of Agreement #28-361 will provide funding for Contra Costa Health Services to support the Spanish medical interpreter, including salary, benefits, equipment and overhead through September 30, 2018. This Agreement includes mutual indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

If this Agreement is not approved, the County will not receive funding to support and participate in the HCIN Cooperative Program to hire a Spanish medical interpreter.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 20, 2015

Subject: Contract #74-503 with Mental Health Systems, Inc.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-503 with Mental Health Systems, a non-profit corporation, in an amount not to exceed \$3,575,000, to provide implementation of the Mental Health Services Act (MHSA) Community Services and Supports Program, for the period from October 1, 2015 through June 30, 2017. This Contract includes a six-month automatic extension through December 31, 2017 in an amount not to exceed \$950,000.

**FISCAL IMPACT:**

This Contract is funded 35% by Federal Financial Participation and 65% by State Mental Health Services Act (Prop 63).

**BACKGROUND:**

This Contract meets the social needs of County's population by providing implementation of MHSA Community Services and Supports Program, including providing community-based services, personal services coordination, medication support, crisis intervention, and other mental health services to eligible adult clients in Contra Costa County.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Cynthia Belon, (925)  
957-5201

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

By: , Deputy

cc: D Morgan

BACKGROUND: (CONT'D)

Under #74-503, Contractor will provide MHSA Community Services and Supports Program to residents of Contra Costa through June 30, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer services provided to eligible adult clients in Contra Costa County through the MHSA Community Services and Support Program.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.





Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: October 20, 2015

Subject: InTelegy Contract Amendment

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to (1) execute a contract amendment with InTelegy Corporation for software support transition services, with no change to the total contract amount of \$430,250 and no change to the contract term from July 1, 2015 through March 31, 2016, and (2) execute a Software License Agreement with InTelegy Corporation for the license of a workload distribution tool software application, for the period October 20, 2015 until terminated.

**FISCAL IMPACT:**

\$430,250; No change in total contract amount. (10% County, 48% State, 42% Federal)

**BACKGROUND:**

InTelegy Corporation has been instrumental in the development and procurement of new software systems that will greatly enhance the ability of the Employment and Human Services Department (EHSD) to serve its customers. To continue the process and software system(s) implementation, the contract amendment provides for InTelegy Corporation to deliver software support transition services to County and the ownership of the Workload Distribution Tool application. The Software

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Elaine Burres, (925)  
313-1717

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

License Agreement provides that Intelegy is granting the County a perpetual, fully paid license to use the Workload Distribution Tool application developed for the County to improve efficiencies in EHSD's handling of client appointments. No change in the total contract amount of \$430,250 and no change in the contract term of July 1, 2015 through March 31, 2016 will be required.

CONSEQUENCE OF NEGATIVE ACTION:

Without authorization, the designed systems could not be implemented.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 20, 2015

Subject: Contract # 26-876 with California Ambulance

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director or his designee, to execute on behalf of the County, Contract #26-876 with California Ambulance, a corporation, in an amount not to exceed \$125,000, to provide non emergency transportation services for patients a Contra Costa Regional medical Center (CCRMC) and Health Centers (HC) for the period from July1, 2015 through June 30, 2016.

**FISCAL IMPACT:**

This Contract is funded 100% Hospital Enterprise I.

**BACKGROUND:**

This Contractor has been providing non ambulance transportation services under a purchase order for patients at Contra Costa Regional Medical Center, twenty-four hours a day, seven days a week, including all holidays. The patients are transported to and from County-specified destinations.

Under Contract #26-876, Contractor will provide non emergency ambulance transportation services as authorized, and upon request and discharge of patients at CCRMC and HC, through June 30,2016, including modifications

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Anna Roth (925)  
370-5101

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

By: , Deputy

cc: J Pigg, N Rios

BACKGROUND: (CONT'D)

to County's standard General Conditions paragraphs 16. (Confidentiality of Information), and Paragraphs 19. (Insurance).

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County patients will not receive transportation 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: October 20, 2015

Subject: Novation Contract #74-051-23 with STAND! For Families Free of Violence

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-051-23 with STAND! For Families Free of Violence, a non-profit corporation, in an amount not to exceed \$1,380,000, to provide Therapeutic Behavioral Services (TBS), respite, mentoring services and emergency placement, for the period from July 1, 2015 through June 30, 2016. This Contract includes a six-month automatic extension through December 31, 2016 in an amount not to exceed \$690,000.

**FISCAL IMPACT:**

This Contract is funded 50% Federal Financial Participation; 50% County Mental Health Realignment. (No Rate Increase)

**BACKGROUND:**

This Contract meets the social needs of the County by establishing a mandated program to provide TBS to children who participate in the Early and Periodic Screening Diagnosis and Treatment (EPSDT) Supplemental Specialty Mental Health services. This program will provide emergency placement services to eligible Medi-Cal beneficiaries less than 21 years of age, who meet the medical necessity criteria of their mental health plan, and who have been discharged from a hospital

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Cynthia Belon,  
925-957-5201

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

By: , Deputy

cc: K Cyr, N Rios

BACKGROUND: (CONT'D)

or have failed in other placements. Additional EPSDT funded services include programs that provide respite and mentoring services to families of Seriously Emotionally Disturbed (SED) children, 18 years of age or less, in order to reduce family stress, support family stability and reduce the need for out-of-home placements. On October 28, 2014, the Board of Supervisors approved Novation Contract #74-051-21 with STAND! For Families Free of Violence, for the period from July 1, 2014 through June 30, 2015, which included a six-month automatic extension through December 31, 2015, for the provision of TBS, respite and mentoring services and emergency placement. Approval of Contract #74-051-23 replaces the automatic extension under the prior contract and allows Contractor to continue providing services, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, children who have been discharged from hospitals or have failed in other placements will not have access to Contractor's Mental Health services resulting in increased family stress and more out-of-home placements.

CHILDREN'S IMPACT STATEMENT:

These programs support the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 20, 2015

Subject: Contract Amendment #26-563-9 with Total Renal Care, Inc.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-563-9 with Total Renal Care, Inc., a corporation, effective September 1, 2015, to amend Contract #26-563-5 (as amended by Contract Amendment Agreements #26-563-6, #26-563-7, and #26-563-8), to increase the Contract Payment Limit by \$924,000 from \$940,000 to a new total payment limit of \$1,864,000, with no change in the original term of July 1, 2011 through June 30, 2017.

**FISCAL IMPACT:**

This contract amendment is funded 100% Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On August 2, 2011, the Board of Supervisors approved Contract #26-563-5 (as amended by Amendment Agreements #26-563-6, #26-563-7 and #26-563-8) with Total Renal Care, Inc., to provide blood services including, but not limited to, dialysis, renal replacement and apheresis therapies for inmates/patients at the Martinez Detention Facility for the period from July 1, 2011 through June 30, 2017. At the time of negotiations, the County did not include enough funds in the

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Anna Roth,  
925-370-5101

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

By: , Deputy

cc: J Pigg, N Rios

BACKGROUND: (CONT'D)

contract to cover cost and the target levels of utilization expected through June 30, 2017. Approval of Contract Amendment Agreement #26-563-9, will allow Contractor to continue to provide the essential medical needs for incarcerated inmates/patients at the Martinez Detention Facility, through June 30, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not receive payment for additional blood treatment services provided at the Martinez Detention Facility.

CHILDREN'S IMPACT STATEMENT:

Not applicable.





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 20, 2015

Subject: Contract #26-756-2 with Skyline Crest Enterprises, LLC

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-756-2, with Skyline Crest Enterprises, LLC, a Limited Liability Corporation, in an amount not to exceed \$153,000, to provide residential board and care services for post medical, surgical, and/or custodial care patients who have been discharged from Contra Costa Regional Medical Center from November 1, 2015, through October 31, 2016.

**FISCAL IMPACT:**

This Contract is funded 100% County General Fund. (No rate increase)

**BACKGROUND:**

On February 3, 2015 the Board of Supervisors approved Contract #26-756-1 with Cypress Meadows of Antioch, LLC (now known as Skyline Crest Enterprises, LLC) for the provision of residential board and care services for post medical, surgical, and/or custodial care patients who have been discharged from Contra Costa Regional Medical Center and would otherwise not have appropriate follow up care from November 1, 2014 through October 31, 2015. Approval of Contract #26-756-2 will allow Contractor to continue to provide residential board and care services for post medical, surgical, and/or custodial care patients through October 31, 2016.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

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ATTESTED: October 20, 2015

Contact: Anna Roth,  
925-370-5101

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

By: , Deputy

cc: K Cyr, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 20, 2015

Subject: Contract #26-577-12 with All Health Services, Corporation

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-577-12 with All Health Services, Corporation, in an amount not to exceed \$1,967,000, to provide temporary medical staffing services at the Contra Costa Regional Medical Center, Contra Costa Health Centers, and Detention Facilities, for the period from October 1, 2015 through September 30, 2017.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On November 5, 2013, the Board of Supervisors approved Contract #26-577-11 with All Health Services, Corporation to provide temporary medical staffing services at the Contra Costa Regional Medical Center, Contra Costa Health Centers, and Detention Facilities including Registered Nurses, Certified Nursing Assistants, Ophthalmology Technicians, Physical and Occupational Therapist, and Psychiatric Technicians, for the period from October 1, 2013 through September 30, 2015.

Approval of Contract #26-577-12

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

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Clerks Notes:

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ATTESTED: October 20, 2015

Contact: Anna Roth,  
370-5101

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

By: , Deputy

cc: T Scott, N Rios

BACKGROUND: (CONT'D)

will allow Contractor to continue providing services through September 30, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Department will not have appropriate clinical/medical staff at at the Contra Costa Regional Medical Center, Contra Costa Health Centers, and Detention Facilities to cover during temporary staff absences, vacations and vacancies.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 20, 2015

Subject: Novation Contract #74-218-13 with Desarrollo Familiar, Inc.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-218-13 with Desarrollo Familiar, Inc., a non-profit corporation, in an amount not to exceed \$354,700, to provide school and community based mental health services for Latino children and their families, for the period from July 1, 2015 through June 30, 2016. This Contract includes a six-month automatic extension through December 31, 2016, in an amount not to exceed \$177,350.

**FISCAL IMPACT:**

This Contract is funded 50% Federal Financial Participation; 50% Mental Health Realignment. (No rate increase)

**BACKGROUND:**

This Contract meets the social needs of County’s population by providing school and community-based mental health services, including assessments; individual, group, and family counseling; medication support; case management; outreach; and crisis intervention services to an underserved Latino population, which will result in greater home, community, and school success.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Cynthia Belon  
957-5201

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

By: , Deputy

cc: E Suisala, N Rios

**BACKGROUND: (CONT'D)**

On November 4, 2014, the Board of Supervisors approved Novation Contract #74-218-12 with Desarrollo Familiar, Inc. for the period from July 1, 2014 through June 30, 2015, which included a six-month automatic extension through December 31, 2015, for the provision of school and community based mental health services for Latino children and their families.

Approval of Novation Contract #74-218-13 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2016.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, Spanish-speaking children in West Contra Costa County will have reduced access to school and community-based mental health services and may require higher levels of service.

**CHILDREN'S IMPACT STATEMENT:**

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 20, 2015

Subject: Novation Contract #74-301-8 with Desarollo Familiar, Inc.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-301-8 with Desarollo Familiar, Inc., a non-profit corporation, in an amount not to exceed \$211,348, to provide implementation of the Mental Health Services Act (MHSA) Community Services and Supports Program, for the period from July 1, 2015 through June 30, 2016. This Contract includes a six-month automatic extension through December 31, 2016 in an amount not to exceed \$105,674.

**FISCAL IMPACT:**

This Contract is funded 22% Federal Financial Participation; 78% State Mental Health Services Act (Prop 63). (Rate increase)

**BACKGROUND:**

This Contract meets the social needs of County’s population by providing implementation of MHSA Community Services and Supports Program, including providing community-based services, personal services coordination, medication support, crisis intervention, and other mental health services to eligible adult clients in Contra Costa County.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: October 20, 2015

Contact: Cynthia Belon,  
957-5201

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

By: , Deputy

BACKGROUND: (CONT'D)

On February 10, 2015, the Board of Supervisors approved Contract #74-301-7 with Desarrollo Familiar, Inc., for the period from July 1, 2014 through June 30, 2015, which included a six month automatic extension through December 31, 2015 to provide implementation of the MHSAs Community Services and Supports Program.

Approval of Novation Contract #74-301-8 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer services provided to eligible adult clients in Contra Costa County through the MHSAs Community Services and Support Program.

CHILDREN'S IMPACT STATEMENT:

Not Applicable





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 20, 2015

Subject: Contract #24-681-84(13) with United Family Care, LLC (dba Family Courtyard)

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #24-681-84(13) with United Family Care, LLC (dba Family Courtyard), a limited liability company, in an amount not to exceed \$453,840, to provide Augmented Board and Care Services, for the period from December 1, 2015 through November 30, 2016.

**FISCAL IMPACT:**

This Contract is funded 100% Mental Health Realignment. (Rate increase)

**BACKGROUND:**

This Contract meets the social needs of the County's population in that it provides augmentation of room and board, and twenty-four hour emergency residential care and supervision to eligible mentally disordered clients, who are specifically referred by the Mental Health Program Staff and who are served by County Mental Health Services.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: October 20, 2015

Contact: Cynthia Belon  
957-5201

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

By: , Deputy

cc: esuisala, nrios

BACKGROUND: (CONT'D)

On September 23, 2014, the Board of Supervisors approved Contract #24-681-84(12) with United Family Care, LLC (dba Family Courtyard), for the period December 1, 2014 through November 30, 2015, for the provision of augmented board and care services for County-referred mentally disordered clients.

Approval of Contract #24-681-84(14) will allow the contractor to continue to provide augmented board and care services, through November 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County residents will not receive services provided by this contractor.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 20, 2015

Subject: Contract #26-458-21 with AYA Healthcare, Inc.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-458-21 with AYA Healthcare, Inc., a corporation, in an amount not to exceed \$600,000, to provide temporary nursing services for Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from September 1, 2015 through June 30, 2017.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I. (Rate increase)

**BACKGROUND:**

On September 17, 2013, the Board of Supervisors approved Contract #26-458-19 (as amended by Amendment Agreement #26-458-20) with AYA Healthcare, Inc., to provide temporary nursing services at CCRMC, for the period from September 1, 2013 through August 31, 2015.

Approval of Contract #26-458-21 will allow the Contractor to continue providing temporary nursing services, to cover during temporary absences and a shortage of nurses in critical areas at CCRMC through June 30, 2017.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Anna Roth,  
370-5101

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

By: , Deputy

cc: T Scott, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring Contra Costa Regional Medical and Contra Costa Health Centers will not have access to Contractor's services which may result in a reduction in the overall level of services to the community.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 20, 2015

Subject: Amendment #26-583-20 with Specialty Laboratories, Inc. (dba Quest Diagnostics Nichols Institute of Valencia)

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-583-20 with Specialty Laboratories, Inc. (dba Quest Diagnostics Nichols Institute of Valencia), a corporation, effective August 1, 2015, (to amend Contract #26-583-18) to increase the payment limit by \$600,000, from \$950,000 to a new payment limit of \$1,550,000, with no change in the original term of January 1, 2015 through December 31, 2015.

**FISCAL IMPACT:**

This amendment is funded 100% Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On January 6, 2015, the Board of Supervisors approved Contract #26-583-18, with Specialty Laboratories, Inc. (dba Quest Diagnostics Nichols Institute of Valencia) for the provision of outside specialized clinical laboratory services at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from January 1, 2015 through December 31, 2015. At the time of negotiations, the payment limit was based on target levels of utilization. However,

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: October 20, 2015

Contact: Anna Roth,  
925-370-5101

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

By: , Deputy

cc: K Cyr, N Rios

BACKGROUND: (CONT'D)

the volume of specialized testing has been much higher than originally anticipated due to the increased use of a new cancer screening test, the BRACA test. Approval of Contract Amendment Agreement #26-583-20 will allow the Contractor to continue to provide additional outside clinical laboratory services at CCRMC through December 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the Contractor will not be paid for additional specialized testing services provided to CCRMC patients during the contract period.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 20, 2015

Subject: Novation Contract #74-452-3 with La Clinica de la Raza, Inc.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-452-3 with La Clinica de la Raza, Inc., a non-profit corporation, in an amount not to exceed \$400,000, to provide mental health services for Seriously Emotionally Disturbed (SED) children for the period from July 1, 2015 through June 30, 2016. This Contract includes a six-month automatic extension through December 31, 2016, in an amount not to exceed \$200,000.

**FISCAL IMPACT:**

This Contract is funded by 50% Mental Health Realignment and 50% Federal Financial Participation. (No rate increase)

**BACKGROUND:**

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: October 20, 2015

Contact: Cynthia Belon,  
957-5201

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

By: , Deputy

cc: D Morgan, N Rios

**BACKGROUND: (CONT'D)**

This Contract meets the social needs of County's population by providing community-based mental health services focusing on minority, SED, children which will result in greater home, community and school success.

On December 2, 2014, the Board of Supervisors approved Novation Contract #74-452-2 with La Clinica de la Raza, Inc., for the period from July 1, 2014 through June 30, 2015, which included a six-month automatic extension through December 31, 2015, for the provision of community-based mental health services including case management and crisis intervention services focused on minority, SED, children in East Contra Costa County.

Approval of Contract #74-452-3 replaces the automatic extension in the prior Contract and allows Contractor to continue providing services through June 30, 2016.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, there will be fewer mental health services available for minority SED children in East Contra Costa County as the County solicits and engages an alternative contractor.

**CHILDREN'S IMPACT STATEMENT:**

This EPSDT program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).





Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 20, 2015

Subject: Status Report on the Administration of the Sales of Alcoholic Beverages Zoning Ordinance

---

**RECOMMENDATION(S):**

1) ACCEPT the status report and associated documents regarding enforcing and administering the Alcoholic Beverage Sales Commercial Activities Zoning Ordinance that regulates the sale of alcohol in the unincorporated County for all Deemed Approved establishments; and

2) DIRECT staff to study whether the existing \$400 annual fee per license is adequate to cover the costs of the administration and enforcement of the amended Ordinance and policies.

**FISCAL IMPACT:**

None. Administration and enforcement of the Deemed Approved Ordinance is funded by a \$400 annual fee that is paid by the Deemed Approved establishments and collected by the office of the Tax Collector.

**BACKGROUND:**

On June 15, 2015 the Board of Supervisors adopted amendments to the Alcoholic Beverage Sales Commercial Activities Zoning Ordinance that authorizes the County to prohibit the sale of alcopops at any establishment not in compliance with the performance standards. These amendments also established new posting requirements for these "Deemed Approved" retail locations. The amendments became effective on July 16, 2015. For additional background on alcopops and the amendments, please refer to the report to the Board dated June 16, 2015.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Ryan Hernandez,  
925-674-7824

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

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

>

Along with the proposed code changes, various implementation procedures and strategies were also approved in order to better coordinate the efforts of the Department of Conservation and Development with other County departments and agencies for implementation and enforcement of the Deemed Approved Ordinance. Such policy revisions included establishing protocols with the Office of the Sheriff, the Tax Collector, and the Health Services Department for improved information and data sharing concerning Deemed Approved alcohol establishments in the unincorporated areas of Contra Costa County. The Board also directed staff to report back with an immediate status update on enforcement efforts.

This status report reviews the actions (listed below) taken by the Department, consistent with the Board's recommendations, in effecting change to the administration and enforcement of the amended Alcoholic Beverage Sales Commercial Activities Zoning Ordinance and recommends an additional action.

### Action Items Complete:

1. Revised the Performance Standards Notice (attached) to include:
  - a. Quick Response matrix barcode;
  - b. Specific email account for streamlining complaints, [alcohol.nuisances@dcd.cccounty.us](mailto:alcohol.nuisances@dcd.cccounty.us);
  - c. Larger font;
  - d. A portion of which is translated into the Spanish language;
2. Created a County webpage that identifies additional resources;
3. Coordinated with Office of the Sheriff to receive quarterly reporting data on the Deemed Approved establishments;
4. Coordinated with Code Enforcement to schedule consistent site inspections of Deemed Approved establishments.

### Action Items Ongoing:

1. Suggest language to the Legislation Committee to update the County's State Legislative Platform reflecting the County's opposition to the sale of alcopops;
2. Conduct trainings to owners of the Deemed Approved establishments;
3. Establish protocols with Tax Collector ensuring Deemed Approved establishments are paying the required fee pursuant to Section 82-38.1006.

### Additional Action Item to be Considered by the Board:

The County currently receives a \$400 annual fee per license issued by the California Department of Alcoholic Beverage Control for each establishment located within the unincorporated areas of the County. This fee was adopted by the Board in May of 2003. Since that time, administration and enforcement costs have risen and the number of deemed approved establishments has declined. Staff recommends the Board authorize a study of the recently amended administration and enforcement policies, as it pertains to the cost of providing these services, and report back to the Board with findings and a recommendation on whether the existing annual fee is adequate for providing such services.

### CONSEQUENCE OF NEGATIVE ACTION:

Should the Board not accept the status report about the enforcement and administration of the amended Alcoholic Beverage Sales Commercial Activities Ordinance, County staff would proceed in a manner consistent with the Board approved Ordinance unless the Board directs otherwise.

### CHILDREN'S IMPACT STATEMENT:

The approved amendments to the Alcoholic Beverage Sales Commercial Activities Zoning Ordinance coupled with implementing the recommended administrative changes further the achievement of two of the five targeted outcomes: (2) Children and Youth Healthy and Preparing for Productive Adulthood; and (5) Communities that are Safe and Provide a High Quality of Life for Children and Families.

## ATTACHMENTS

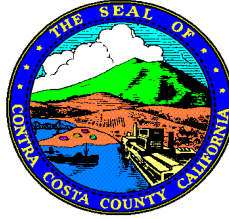
Cover Letter and Performance Standards Notice

**Department of  
Conservation and  
Development**

30 Muir Road  
Martinez, CA 94553

Phone:1-855-323-2626

**Contra  
Costa  
County**



**John Kopchik**  
Director

**Aruna Bhat**  
Deputy Director

**Jason Crapo**  
Deputy Director

**Maureen Toms**  
Deputy Director

October 7, 2015

**Re: New Posting Requirements for “Deemed Approved” Businesses Selling Alcohol**

Dear Property/Business Owner:

The Alcoholic Beverage Sales Commercial Activities Ordinance, Chapter 82-38 of the County Code, was adopted in October 2002 and established zoning requirements for businesses that sell alcohol in the County called Performance Standards. Businesses that were already selling alcohol prior to the date the ordinance was adopted are considered “deemed approved” and were not required to obtain a land use permit. However, as a condition of being deemed approved, such businesses are subject to the Ordinance which includes complying with and posting these Performances Standards.

The Board of Supervisors recently adopted amendments to the Performance Standards that became effective on July 16, 2015. These amendments are designed to educate the public, protect the general health and welfare of residents of the County and to prevent nuisance activities where alcoholic beverage sales occur. The amendments include the requirement to post the enclosed Performance Standards notice on the premises of your business.

The enclosed notices must be posted immediately for public review in a conspicuous and unobstructed place visible from both the entrance to your establishment and in a place clearly visible to customers from the cash register (Contra Costa County Zoning Code Section 82-38.810).

Code Enforcement Officers will be inspecting your business in the upcoming weeks to verify your compliance with the new ordinance requirements and to confirm that these notices have been posted.

Please note that the Contra Costa County Board of Supervisors also adopted policy recommendations that include more consistent and routine visits to Deemed Approved establishments by the Code Enforcement, Building Inspection Division.

Should you have any questions regarding this letter or the requirements of the Alcohol Ordinance, please contact Gary Kupp at (925) 674-7799 or visit <https://ca-contracostacounty2.civicplus.com/5831/Deemed-Approved-Alcohol-Beverage-Sales>

Sincerely,

A handwritten signature in blue ink that reads "Jason Crapo". The signature is written in a cursive, flowing style.

Jason Crapo  
Deputy Director

Enclosed: Two (2) Performance Standards Notices (11-inch by 17-inch)

cc: Contra Costa County Board of Supervisors  
Contra Costa County Municipal Advisory Councils

# NUISANCES?

Related to the sale of Alcoholic Beverages?

*¿Molestias? ¿Relacionada con la venta de bebidas alcohólicas?*

## COMPLAINTS WILL BE INVESTIGATED

**Call (925) 674-7210 (Contra Costa County Code Enforcement Division) if you wish to file a complaint that this site may be in violation of the performance standards listed below.**

### PERFORMANCE STANDARDS

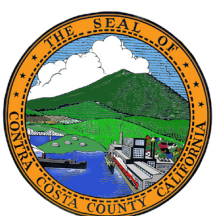
Violation of the performance standards could result in modification or revocation of the privilege of selling alcohol. The standards are as follows:

- (a) its operation does not result in adverse effects to the health, peace or safety of persons residing or working in the surrounding area;
- (b) its operation does not result in repeated nuisance activities on or near the premises, including but not limited to disturbance of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, excessive littering, loitering, graffiti, illegal parking, excessive loud noises especially in the late night or early morning hours, traffic violations, curfew violations, lewd conduct, or police detentions and arrests;
- (c) its operation does not result in violations of other county, state, or federal regulations, ordinances, or statutes;
- (d) its operation does not result in the transfer, expiration or revocation of a State of California Department of Alcoholic Beverage Control license;
- (e) its upkeep and operating characteristics are compatible with and will not adversely affect the livability or orderly development nor encourage the marginal development of abutting properties and the surrounding neighborhood; and
- (f) its operation does not result in jeopardizing or endangering the public health or safety of persons residing or working in the surrounding area.

**To report a life threatening emergency please call 911.**

**To report a non-emergency, call the Contra Costa County Sheriff Dispatch at 877-308-5248.**

This notice must be posted for public review in a conspicuous and unobstructed place visible from the entrance of the establishment and in a place clearly visible to the buyer from the cash register (Contra Costa County Zoning Ordinance, Section 82-38.810).



**email: [alcohol.nuisances@dcd.cccounty.us](mailto:alcohol.nuisances@dcd.cccounty.us)**

**web: <http://www.co.contra-costa.ca.us/alcoholnuisance>  
Contra Costa County, Code Enforcement Division**





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: October 20, 2015

Subject: Granting of a pipeline franchise to SFPP, L.P.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/381 granting a pipeline franchise for a public utility transmitting oil or oil products to SFPP, L.P. pursuant to the terms and conditions of County Ordinance No. 2013-19 and County Resolution No. 2013/305 for pipelines located in the unincorporated area of the County near Bay Point, Brentwood, Concord, Discovery Bay, Martinez, North Richmond, and Rodeo, as recommended by the Public Works Director.

**FISCAL IMPACT:**

The pipeline franchise will generate approximately \$10,500.00 per year commencing with calendar year 2014 for the General Fund. The annual franchise payment is to be calculated pursuant to County Resolution No. 2013/305 and Public Utilities Code section 6231.5, utilizing the base rates shown in the table below for pipelines within the County right-of-way. The annual franchise fee rate will be increased annually by the change in the Consumer Price Index, all Urban Consumers for the San Francisco-Oakland-San Jose Area (1982-84 = 100) for the month of September immediately preceding the month in which payment is due and payable, with June 1989 (126.20) as the base CPI month.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Carrie Ricci,  
925-313-2235

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

By: , Deputy

cc:

FISCAL IMPACT: (CONT'D)

>

Pipe Size (internal diameter in inches)	Base Rate (per lineal foot)
0-4	\$0.088
6	\$0.132
8	\$0.176
10	\$0.220
12	\$0.264
14	\$0.308
16	\$0.352
18	\$0.396
20	\$0.440
22	\$0.484
24	\$0.528
26	\$0.572
28	\$0.616
30	\$0.660

BACKGROUND:

On August 13, 2013, this Board adopted Ordinance No. 2013-19 (establishing regulations for granting pipeline franchises in County rights-of-way) and Resolution No. 2013/305 (establishing pipeline franchise fee amounts).

SFPP, L.P. has filed a written application with the County, dated January 16, 2014 wherein it has requested the granting of a pipeline franchise for the transportation of petroleum products pursuant to the terms and conditions of County Ordinance No. 2013-19 and County Resolution No. 2013/305. SFPP, L.P. also provided a \$5,000 deposit to cover all administrative costs associated with the granting of this pipeline franchise as required by Ordinance No. 2013-19 and Resolution No. 2013/305.

Approval of Resolution No. 2015/381 will grant a pipeline franchise to SFPP, L.P. for the pipelines shown in the table below for an initial term of 10 years. The following pipelines were previously covered under an existing County pipeline franchise agreement which has since expired.

<b>Pipeline Name</b>	<b>Type</b>	<b>Diameter</b>	<b>Length</b>
Line Section No. 8	Petroleum Products	8"	2,252 ft
Line Section No. 9	Petroleum Products	10"	11,815 ft
Line Section No. 32	Petroleum Products	4"	525 ft
Line Section No. 32	Petroleum Products	8"	525 ft
Line Section No. 37	Petroleum Products	12"	575 ft
Line Section No. 72	Petroleum Products	8"	110 ft
Line Section No. 90	Petroleum Products	12"	100 ft
Line Section No. 130	Petroleum Products	20"	4,275 ft



CONSEQUENCE OF NEGATIVE ACTION:

SFPP, L.P. will not obtain the required authorization to operate and maintain their pipelines within the County right-of-way.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Resolution No. 2015/381

Exhibit 1

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

Adopted this Resolution on 10/20/2015 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2015/381**

IN THE MATTER OF a resolution of the Board of Supervisors of the County of Contra Costa authorizing the granting of a Pipeline Franchise to SFPP, L.P. The Board of Supervisors of the County of Contra Costa finds and declares:

WHEREAS, on August 13, 2013, this Board adopted: Ordinance No. 2013-19 (establishing regulations for granting pipeline franchises in County rights-of-way), which became effective September 12, 2013; and Resolution No. 2013/305 (establishing pipeline franchise fee amounts).

WHEREAS, SFPP, L.P. has filed a written application with the County, dated January 16, 2014, wherein it has requested the granting of a pipeline franchise for a public utility transmitting oil or oil products pursuant to the terms and conditions of County Ordinance No. 2013-19 and County Resolution No. 2013/305.

WHEREAS, SFPP, L.P. has identified the following eight pipelines, which it owns, and will be covered under the proposed pipeline franchise:

1. Line Section No. 8 Pipeline – 8 inch diameter, 2,252 feet petroleum products.
2. Line Section No. 9 Pipeline – 10 inch diameter, 11,815 feet petroleum products.
3. Line Section No. 32 Pipeline – 4 inch diameter, 525 feet petroleum products.
4. Line Section No. 32 Pipeline – 8 inch diameter, 525 feet petroleum products.
5. Line Section No. 37 Pipeline – 12 inch diameter, 575 feet petroleum products.
6. Line Section No. 72 Pipeline – 8 inch diameter, 110 feet petroleum products.
7. Line Section No. 90 Pipeline – 12 inch diameter, 100 feet petroleum products.
8. Line Section No. 130 Pipeline – 20 inch diameter, 4,275 feet petroleum products.

WHEREAS, the petroleum products pipelines to be covered under the pipeline franchise were covered under previous County pipeline franchises that have expired.

WHEREAS, the County has reviewed the application as well as relevant documents, staff reports and recommendation and it is the intent of the Board to grant a pipeline franchise to SFPP, L.P. pursuant to Ordinance 2013-19 and Resolution 2013/305.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Supervisors of Contra Costa County finds and declares that the foregoing recitals are true and correct.
2. Pursuant to Ordinance No. 2013-19, a franchise to operate an 8 inch diameter petroleum products pipeline bisecting the County from north to south and crossing various County rights of way for a lineal distance of approximately 2,252 feet (Line Section No. 8 Pipeline) is hereby granted to SFPP, L.P., a Delaware Limited Partnership for a term of 10 years.
3. Pursuant to Ordinance No. 2013-19, a franchise to operate a 10 inch diameter petroleum products pipeline bisecting the County from east to west and crossing various County rights of way for a lineal distance of approximately 11,815 feet (Line Section No. 9 Pipeline) is hereby granted to SFPP, L.P., a Delaware Limited Partnership for a term of 10 years.
4. Pursuant to Ordinance No. 2013-19, a franchise to operate a 4 inch diameter petroleum products pipeline bisecting the County from north to south and crossing various County rights of way for a lineal distance of approximately 525 feet (Line Section No. 32 Pipeline) is hereby granted to SFPP, L.P., a Delaware Limited Partnership for a term of 10 years.

5. Pursuant to Ordinance No. 2013-19, a franchise to operate an 8 inch diameter petroleum products pipeline bisecting the County from north to south and crossing various County rights of way for a lineal distance of approximately 525 feet (Line Section No. 32 Pipeline) is hereby granted to SFPP, L.P., a Delaware Limited Partnership for a term of 10 years.
6. Pursuant to Ordinance No. 2013-19, a franchise to operate a 12 inch diameter petroleum products pipeline bisecting the County from north to south and crossing various County rights of way for a lineal distance of approximately 575 feet (Line Section No. 37 Pipeline) is hereby granted to SFPP, L.P., a Delaware Limited Partnership for a term of 10 years.
7. Pursuant to Ordinance No. 2013-19, a franchise to operate an 8 inch diameter petroleum products pipeline bisecting the County from north to south and crossing various County rights of way for a lineal distance of approximately 110 feet (Line Section No. 72 Pipeline) is hereby granted to SFPP, L.P., a Delaware Limited Partnership for a term of 10 years.
8. Pursuant to Ordinance No. 2013-19, a franchise to operate a 12 inch diameter petroleum products pipeline bisecting the County from east to west and crossing various County rights of way for a lineal distance of approximately 100 feet (Line Section No. 90 Pipeline) is hereby granted to SFPP, L.P., a Delaware Limited Partnership for a term of 10 years.
9. Pursuant to Ordinance No. 2013-19, a franchise to operate a 20 inch diameter petroleum products pipeline bisecting the County from north to south and crossing various County rights of way for a lineal distance of approximately 4,275 feet (Line Section No. 130 Pipeline) is hereby granted to SFPP, L.P., a Delaware Limited Partnership for a term of 10 years.
10. The general location of the pipelines is depicted on the maps attached hereto as Exhibit 1.
11. The annual franchise payment is to be paid pursuant to County Resolution No. 2013/305 and Public Utilities Code Section 6231.5 and shall be calculated utilizing the base rates shown in the table below for pipelines within the County right-of-way. The annual franchise fee rate will be increased annually by the change in the Consumer Price Index, all Urban Consumers for the San Francisco-Oakland-San Jose Area (1982-84 = 100) for the month of September immediately preceding the month in which payment is due and payable, with June 1989 (126.20) as the base CPI month.

Pipe size (internal diameter in inches)	Base rate (per lineal foot)
0-4	\$0.088
6	\$0.132
8	\$0.176
10	\$0.220
12	\$0.264
14	\$0.308
16	\$0.352
18	\$0.396
20	\$0.440
22	\$0.484
24	\$0.528
26	\$0.572
28	\$0.616
30	\$0.660

12. The Director of Public Works, or her designee, is authorized to administer the pipeline franchise granted pursuant to this resolution.

13. The Resolution shall take effect upon the following:

Within 30 days of the date of this Resolution, SFPP, L.P. must file with the Public Works Department the following: (1) a written acceptance of the terms and conditions of the franchise granted pursuant to this Resolution, Ordinance No. 2013-19, and Resolution No. 2013/305; (2) a performance bond in the form approved by the Board; insurance coverage as required by Ordinance 2013-19.

I hereby certify that this 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: Carrie Ricci, 925-313-2235**

**ATTESTED: October 20, 2015**

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

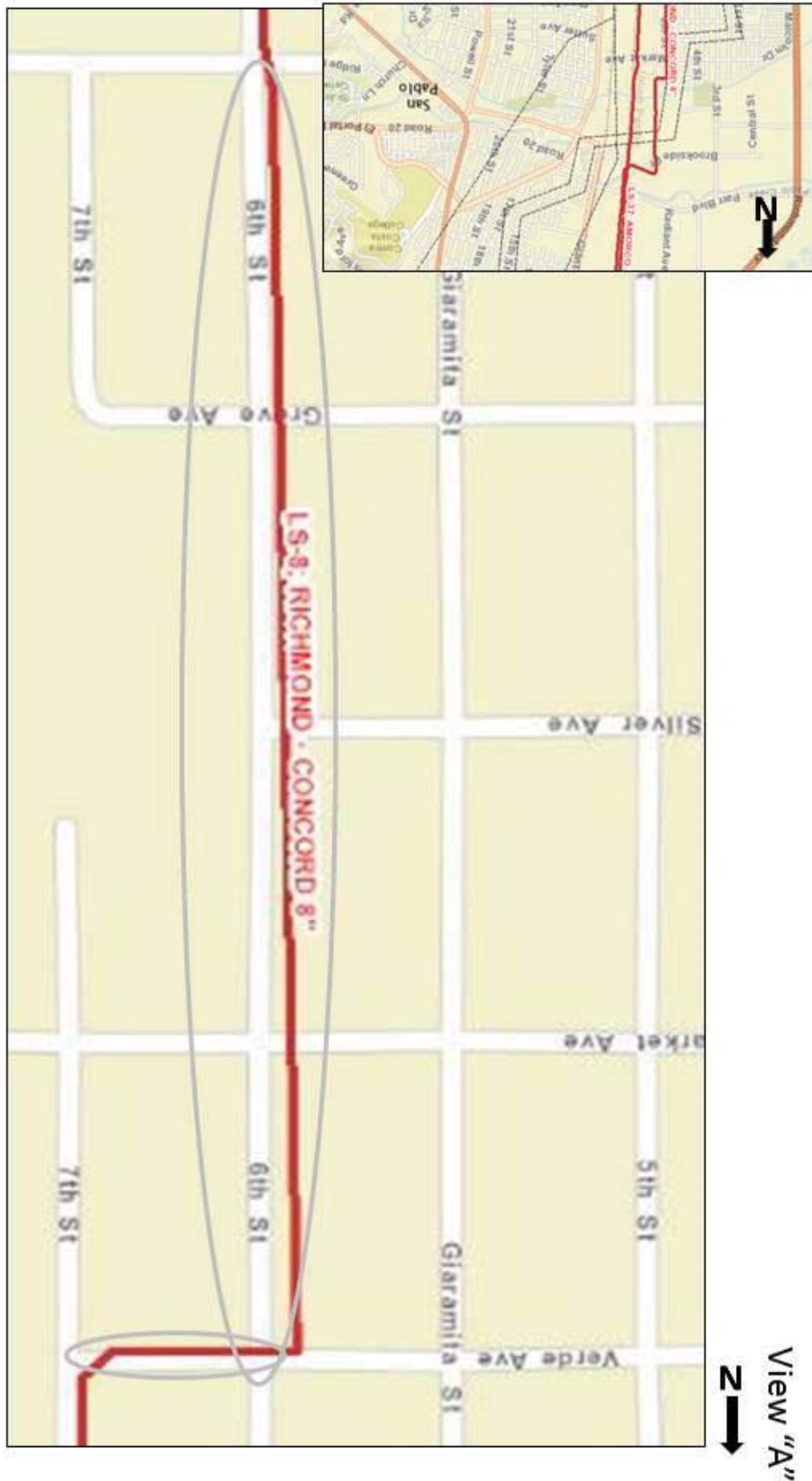
By: , Deputy

**cc:**

Exhibit 1



SFPP, L.P. – Contra Costa Co. Franchise, 2014





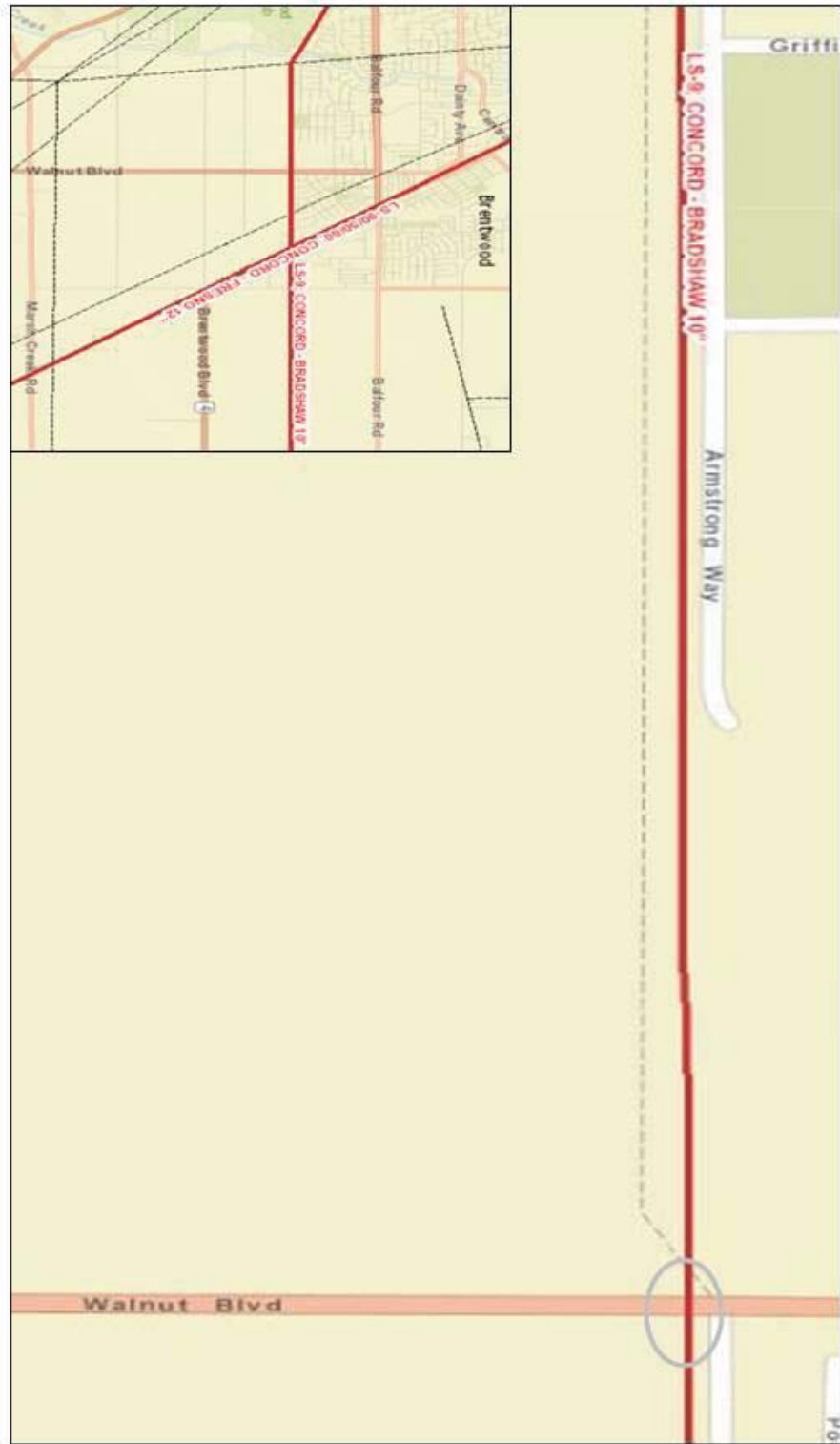


SFPP, L.P. – Contra Costa Co. Franchise, 2014



View "C"

Exhibit 1



View "D"

**KINDER MORGAN** SFPP, L.P. – Contra Costa Co. Franchise, 2014



Exhibit 1



View "E"

**KINDER MORGAN** SFPP, L.P. – Contra Costa Co. Franchise, 2014

Exhibit 1



View "F"

**KINDER MORGAN** SFPP, L.P. – Contra Costa Co. Franchise, 2014

Exhibit 1

**KINDER MORGAN** SFPP, L.P. – Contra Costa Co. Franchise, 2014

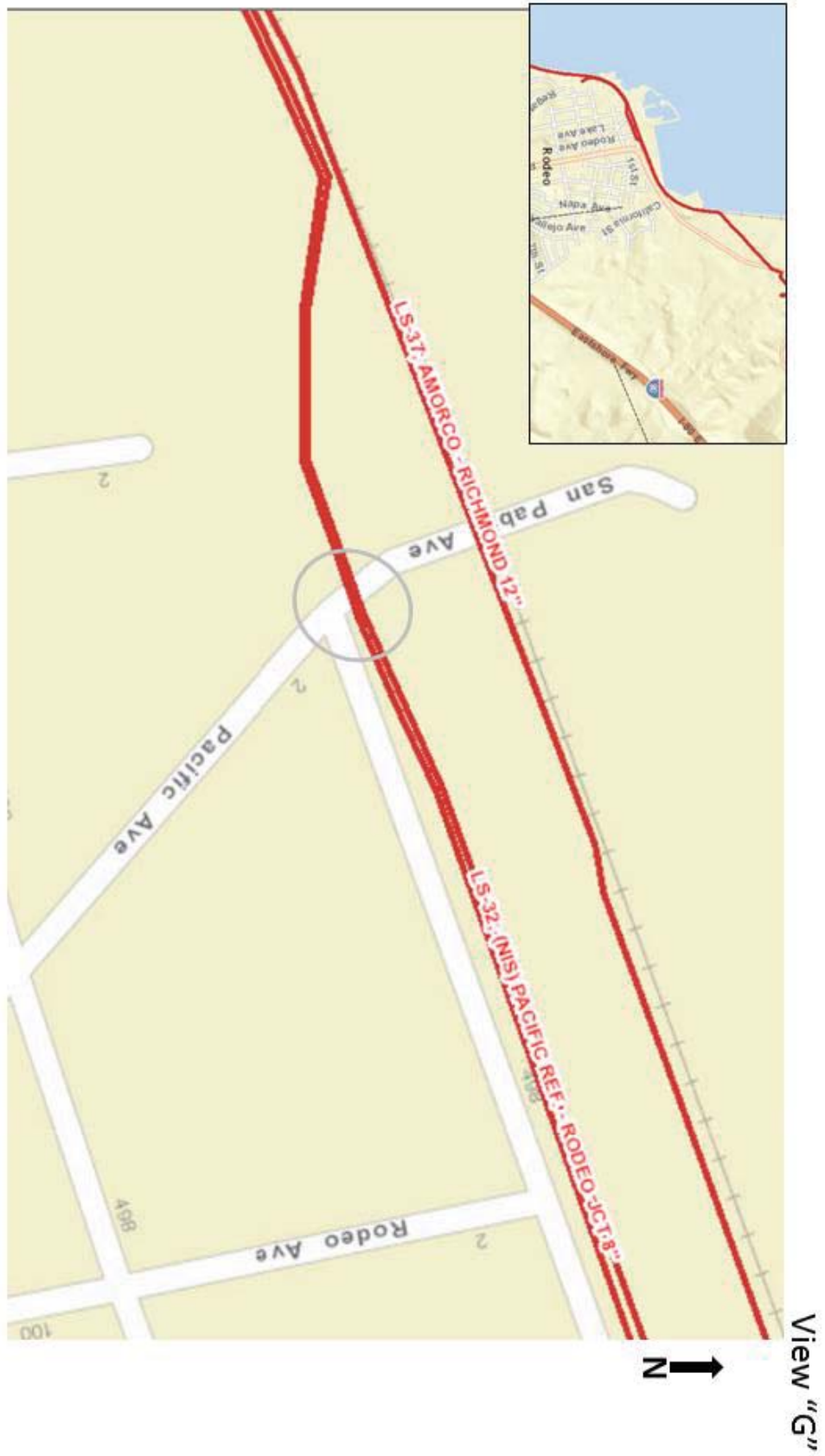
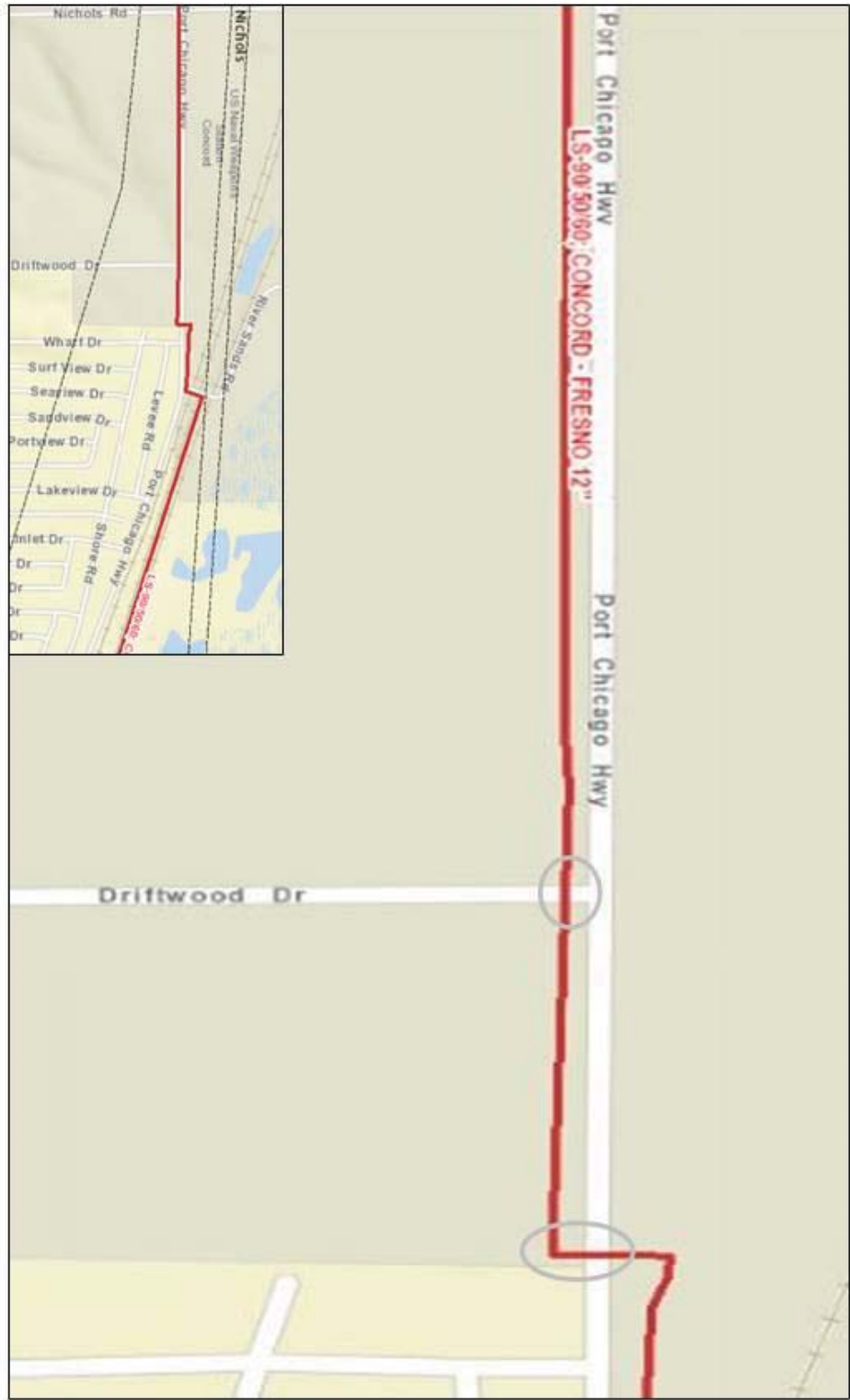
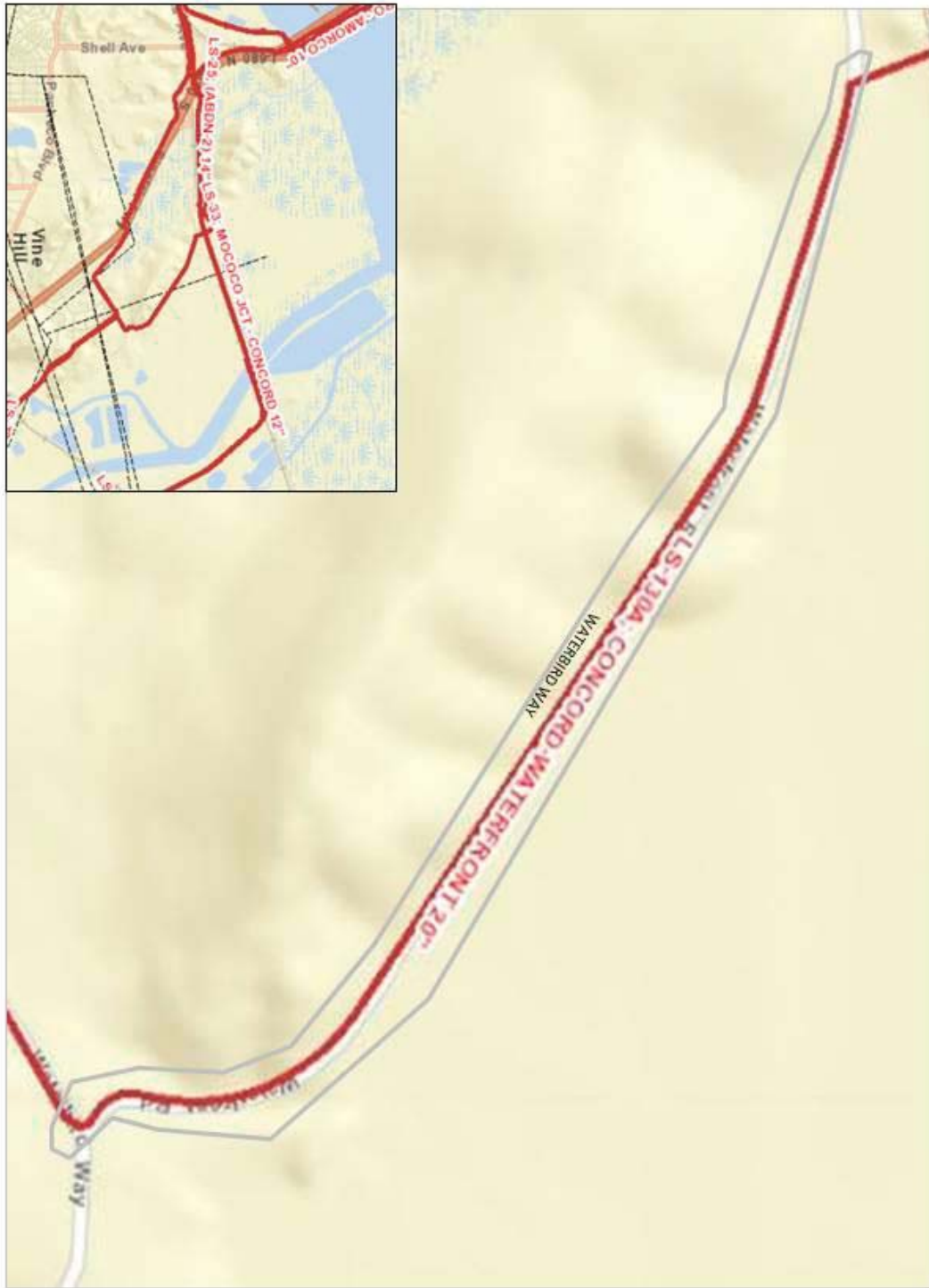


Exhibit 1



View "j"

**KINDERMORGAN** SFPP, L.P. – Contra Costa Co. Franchise, 2014

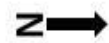
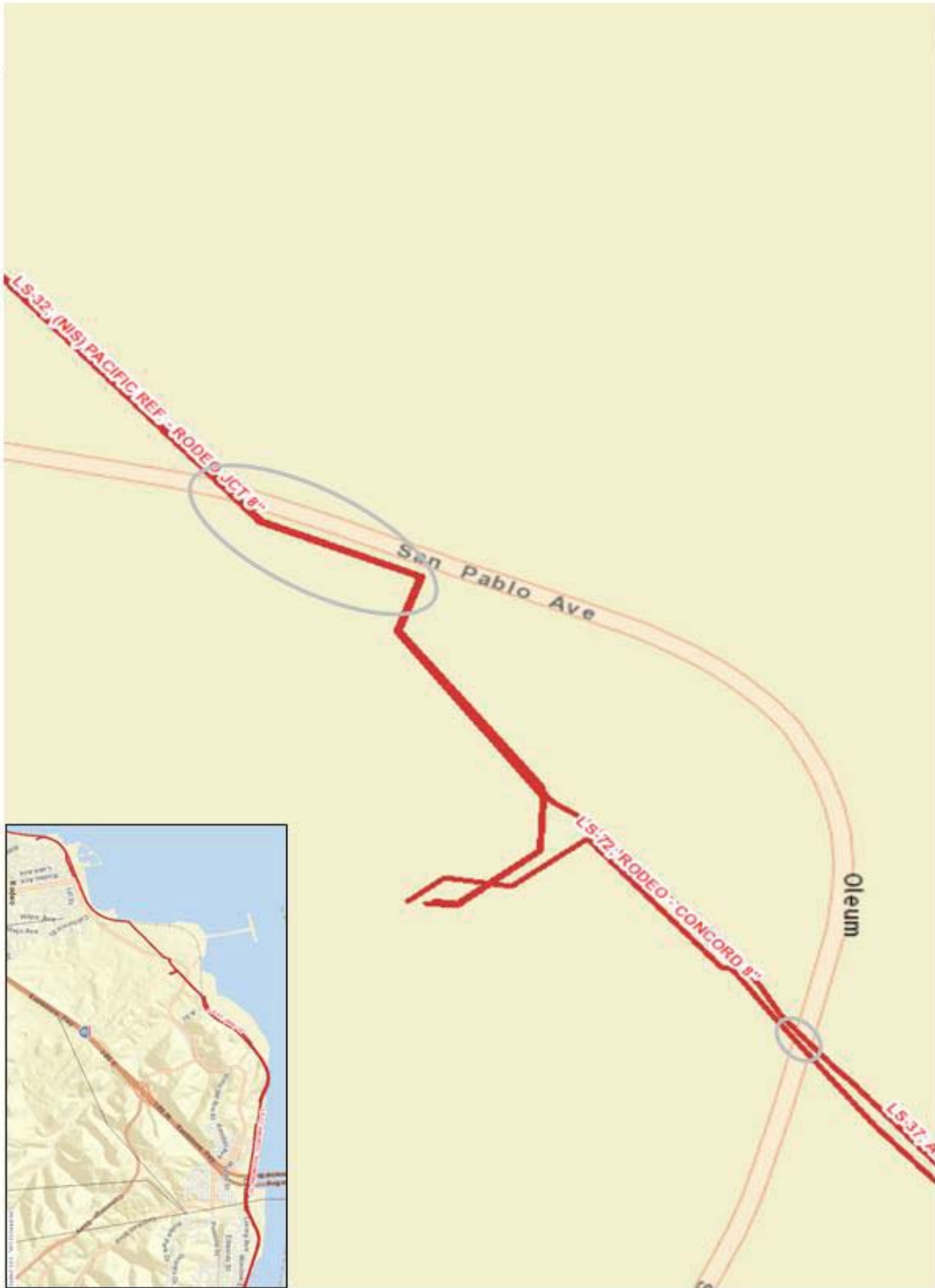


**KINDER MORGAN** SFPP, L.P. – Contra Costa Co. Franchise, 2014



View "K"

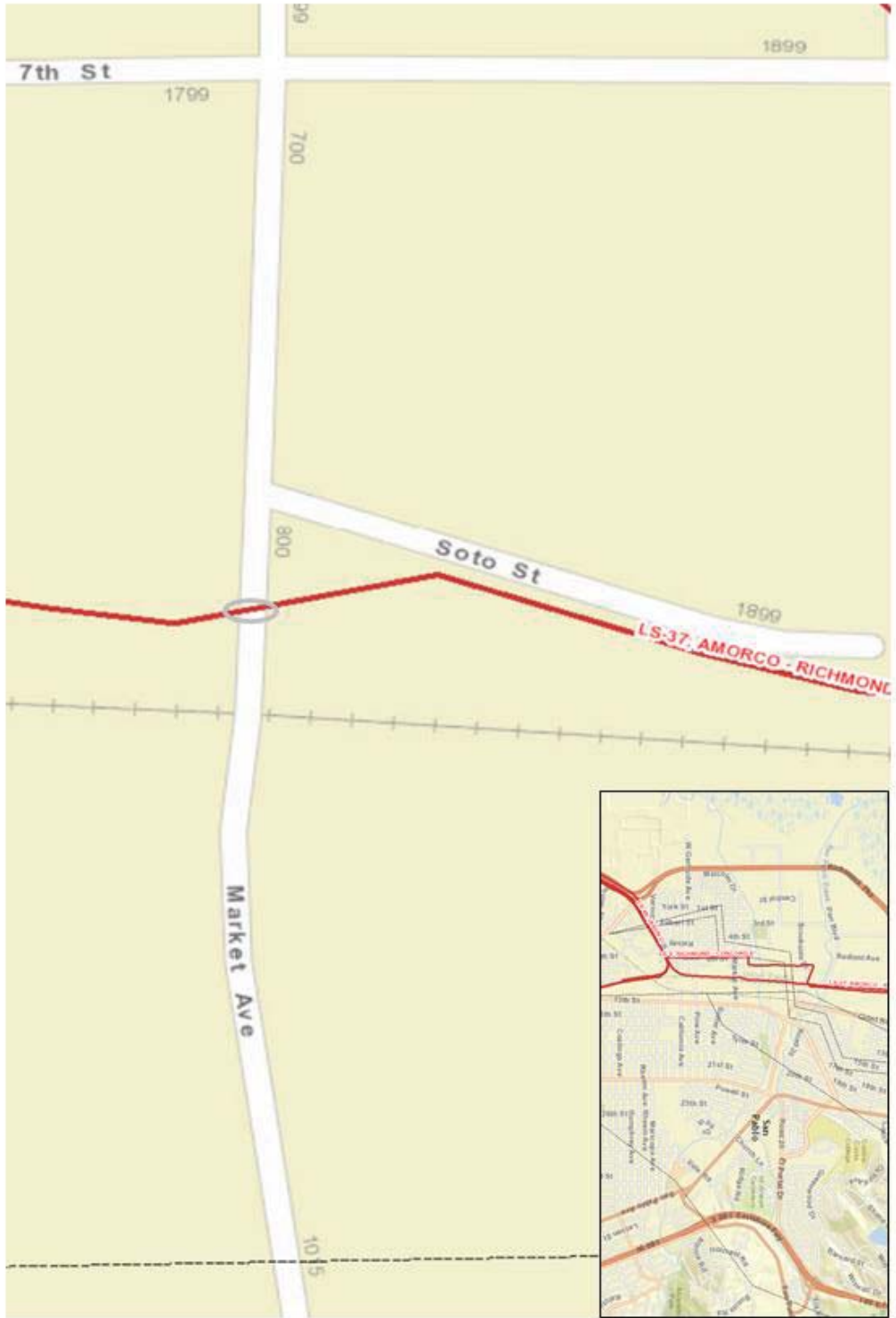
**KINDER MORGAN** SFPP, L.P. – Contra Costa Co. Franchise, 2014



View "S"

Exhibit 1

**KINDER MORGAN** SFPP, L.P. – Contra Costa Co. Franchise, 2014



View "T"



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 20, 2015

Subject: Comments on the Bay Delta Conservation Plan/California Water Fix and Associated Partially Recirculated Draft Environmental Impact Report

---

**RECOMMENDATION(S):**

- 1) AUTHORIZE the Chair of the Board of Supervisors to sign a letter to the California Natural Resources Agency presenting the County’s comments on the Draft Bay Delta Conservation Plan/California Water Fix (BDCP/CWF) and associated partially Recirculated Draft Environmental Impact Report and Supplemental Environmental Impact Statement (RDEIR/SDEIS); and
- 2) DIRECT staff to submit the letter and detailed comments on the BDCP/CWF and associated partially RDEIR/SDEIS prior to the October 30, 2015 deadline.

**FISCAL IMPACT:**

None to the General Fund. Cost of the review of the BDCP/CWF and preparation of the comments are funded by the Contra Costa County Water Agency.

**BACKGROUND:**

The Bay Delta Conservation Plan/California Water Fix (BDCP/CWF) is an effort by state and federal governments, and large water districts from the Central Valley, Southern California and Bay Area, to plan and build large twin tunnels underneath the Delta that will divert fresh water from the Sacramento River before it reaches the Delta. The proposed tunnels will send the water to the export pumps near Tracy for delivery to other parts of the state.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Ryan Hernandez,  
925-674-7824

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

By: , Deputy

cc:



## BACKGROUND: (CONT'D)

The County submitted comments on the Draft Bay Delta Conservation Plan and associated Environmental Impact Report and Environmental Impact Statement on July 29, 2014. The submittal in 2014 included a letter representing the County's major concerns and seven attachments that detailed the significant and unavoidable impacts the project would have on the County.

Since that time, the California Natural Resources Agency and the Department of Water Resources has modified the project. Attached is a draft letter conveying the County's comments on the modified project described in the Draft BDCP/CWF and associated RDEIR/SDEIS. As before, additional detailed comments on the project will be included in attachments to the letter. The following items are under preparation but are proposed for attachment to the letter when complete:

A – Summary of CEQA/NEPA Comments

B – Detailed Comments on BDCP/CWF RDEIR/SDEIS

C – Detailed Analysis Of WaterFix Project Impacts based on Water Fix Modeling and Sensitivity Analysis Data

D – Recent Contra Costa County correspondence regarding BDCP/CWF

Included with this report is the County's draft comment letter identifying the major flaws with the modified project and strongly suggesting that it is time for "Plan B". The letter and all the attachments will comprise the County's comments on the proposed changes to the project and will be submitted prior to the October 30, 2015 deadline. Also note, the County's previous comments continue to be relevant and this latest letter and attachments are an addition to the County's comments submitted on July 29, 2014.

The Director of Conservation and Development recommends the Board authorize the Chair to sign the letter expressing our major concerns with the project.

## CONSEQUENCE OF NEGATIVE ACTION:

Not commenting on the Draft Bay Delta Conservation Plan/Cal Water Fix and associated Partially Recirculated Draft Environmental Impact Report and Supplemental Environmental Impact Statement limits the Board's options on how to respond to the significant and unavoidable impacts the proposed project will have on the County.

## ATTACHMENTS

Draft CCC Comments on CWF 10-15 Version 3

# The Board of Supervisors

County Administration Building  
651 Pine Street, Room 107  
Martinez, California 94553-1293

**John M. 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 J. Twa**  
Clerk of the Board  
and  
County Administrator  
(925) 335-1900

October 30, 2015

John Laird  
Secretary  
California Natural Resources Agency  
1416 Ninth Street, Suite 1311  
Sacramento, CA 95814

David Murillo  
Regional Director, Mid-Pacific Region  
U.S. Bureau of Reclamation  
Federal Office Building  
2800 Cottage Way  
Sacramento CA 95825-1898

BDCP/WaterFix Comments  
P.O. Box 1919  
Sacramento, CA 95812  
Email: [BDCPComments@icfi.com](mailto:BDCPComments@icfi.com)

## **Re: Proposed Changes to the Bay Delta Conservation Plan/California WaterFix Continue to Threaten the Delta, Time for Plan "B"**

Dear Secretary Laird and Director Murillo:

Attached to this letter are Contra Costa County's comments on the Draft Bay Delta Conservation Plan ("BDCP")/California WaterFix ("CWF") and associated partially Recirculated Draft Environmental Impact Report/Supplemental Draft Environmental Impact Statement ("RDEIR/SDEIS"). As further explained in this letter and its attachments, the RDEIR/SDEIS fails to consider a reasonable range of viable project alternatives, fails to model and disclose the full adverse environmental impacts of the project, and assumes away what were previously considered significant adverse, but unavoidable, water quality impacts of the project without any actual detailed water quality modeling being done. The RDEIR/SDEIS is therefore totally inadequate under CEQA and NEPA, and not responsive to state policies (2009 Delta Reform Act), and should be withdrawn.

A great deal of information is circulating on the release of the BDCP/CWF and its recirculated environmental documents. The California WaterFix has been portrayed positively and unduly optimistically by the project proponents, but there are a host of major problems with the project. We request your personal review of the issues with the proposed project and urgent consideration of an alternative approach outlined herein.

## Proposed Changes to BDCP/Cal. WaterFix Continue to Threaten Delta, Time for Plan “B”

October 30, 2015

Page 2

The current proposal by the California Department of Water Resources (DWR) and the U.S. Bureau of Reclamation (Reclamation) to build new intakes in the north of the Sacramento-San Joaquin Delta (Delta) and export a significant percentage of Delta inflow will be a disaster for the Delta ecosystem, threatened and endangered fish species, the already degraded Delta water quality, and those living in or near the Delta that rely on the Delta for their water supply. The availability of good quality water in the Delta is essential for municipal drinking water for the residents of Contra Costa County as well as agriculture, recreation, and industry in this region.

Contra Costa County asks you both to undertake a serious review and reconsideration of this deeply flawed RDEIR/SDEIS and work with the U.S. Fish and Wildlife Service (USFWS) and the National Oceanic and Atmospheric Administration (NOAA) fisheries to develop a new approach (including the ability to capture and store “new” water during periods of high flow) that will actually restore and sustain the Delta ecosystem and address California’s water supply needs. This would greatly benefit not only California, but also the nation. The time to consider a Plan “B” is long overdue.

Despite what is stated by the project proponents in their press releases, the current project as proposed by DWR and, apparently, as supported by Reclamation, continues to have serious flaws and will harm, rather than improve the Delta ecosystem. Equally serious, it fails to produce any real increase in water supply reliability for California – something that is even more important in view of our current drought emergency.

The following are examples of the major problems with the current BDCP/CWF proposal:

- The preferred alternative in the current RDEIR/SDEIS fails to achieve either of the two co-equal goals of “providing a more reliable water supply for California and protecting, restoring, and enhancing the Delta ecosystem.” (See Wat. Code, §§ 85054; 85301(a).) This renders the RDEIR/SDEIS noncompliant with the requirements of the state Sacramento-San Joaquin Delta Reform Act of 2009 (Wat. Code, §§ 85000-85350) and Division B, Title 2, Section 205 of the federal Consolidated Appropriations Act of 2012 (Pub. L. 112-74 (Dec. 23, 2011) 125 Stat. 786).
- The DWR and the California Natural Resource Agency (CNRA) and Reclamation have allowed the export water contractors to develop a flawed project and valuable input from Delta interests and environmental organizations and even other State Agencies (e.g. Delta Stewardship Council Independent Science Board) have gone unanswered. The Delta Independent Science Board’s September 30, 2015 letter indicates in no uncertain terms that the BDCP/CWF is “*sufficiently incomplete and opaque to deter its evaluation and use by decision makers, resource managers, scientists and the broader public.*”
- DWR, CNRA, Reclamation and Interior have failed to consider or analyze a reasonable range of alternatives. Fourteen (14) of the 15 alternatives in the draft RDEIR/SDEIS involve an isolated facility and north Delta intakes, with no new storage or actions to reduce demand on the Delta and increase local sources of water. The three new alternatives in the RDEIR/SDEIS have the same basic configuration as those 14, meaning 17 out of 18 project alternatives are essentially the same project alternative. These project alternatives do not foster informed decision-making, and do not permit a reasoned choice.

## **Proposed Changes to BDCP/Cal. WaterFix Continue to Threaten Delta, Time for Plan “B”**

October 30, 2015

Page 3

- The current RDEIR/SDEIS preferred alternative still relies on exports from the existing south Delta export locations (especially in dry years when the Delta is most stressed) and often would result in worse reverse flows in Old and Middle Rivers. The new North Delta intakes also adversely impact listed fish species (*i.e.*, species listed as threatened and endangered under the state and federal Endangered Species Acts) by reducing flows through the Delta to San Francisco Bay, reducing the percentage of flow through Sutter and Steamboat Sloughs, and increasing predation. Therefore, the project’s net benefits to listed fish species are minimal, if any.
- Astonishingly, the RDEIR/SDEIS’s preferred alternative would increase exports in dry periods and would only infrequently capture additional surplus water in wet periods. This is completely contrary to the original BDCP planning principles and the “Big Gulp, Little Sip” concept touted in the BDCP “An Overview and Update” dated March 2009. Specifically, principle #2 states “Divert more water in the wetter periods and less in the drier periods.” Moreover, the preferred alternative is in direct conflict with State policies of reducing reliance on the Delta in meeting California’s future water supply needs. (See Wat. Code, §§ 10608(c) & 85021.)
- The Operations and Water Quality modeling for the November, 2013 BDCP Draft EIR/EIS contained major errors and the computer models needed to be revised. However, no new modeling was done for the new RDEIR/SDEIS project or project alternatives. Instead DWR and Reclamation have based their RDEIR/SDEIS analyses on the original flawed modeling studies from three and a half years ago, and on water quality sensitivity analyses performed for completely different future demand, climate change scenarios, and habitat restoration conditions, *i.e.*, late-long-term rather than early-long-term.
- The estimated \$15 billion cost for construction of the tunnels does not represent the total cost of the whole project, estimated upwards of \$50 billion, and would most likely be rendered obsolete once the State Water Resources Control Board (SWRCB) adopts long-overdue, more-stringent, Delta flow requirements to protect fish and other beneficial uses.

These major issues are discussed in more detail in the attachments to this letter.

### **Time for a Fresh Approach - Plan “B”**

The Bay Delta Conservation Plan/California WaterFix proponents have done very little to develop a holistic and sustainable solution. The Delta is in serious decline and there are major water shortages in California, even in non-drought years. Fish populations are plummeting. DWR and Reclamation should fully embrace the responsibility and complexity of solving the problems of fish decline, degraded Delta water quality, the increasing demands for water in California, and the impacts of climate change.

It is unfortunate that due to state and federal budget constraints, this responsibility has been ceded to a special interest group, the export water contractors, who do not have the interests of the environment or the rest of California at heart. Because of the control exerted by the export contractors over the BDCP planning budget, the BDCP/CWF RDEIR/SDEIS was rushed into

## Proposed Changes to BDCP/Cal. WaterFix Continue to Threaten Delta, Time for Plan “B”

October 30, 2015

Page 4

print without any new modeling, and no new viable project alternatives. This seriously flawed document is not worthy of DWR or Reclamation, and has further delayed addressing the urgent needs of the Delta and California’s water supply.

A sustainable solution to California’s Bay-Delta fish and water supply problems can be achieved using the following approach. These are not new ideas. They have been provided by numerous Bay-Delta stakeholders to DWR and Reclamation as part of the BDCP process, and they were addressed in large part in the January 2014 California Water Action Plan. They have mainly been ignored or prematurely rejected by the single-focused BDCP/CWF proponents.

1. Capture water when there is high flow in the Delta and its upstream tributaries. This will require additional storage in or close to the Delta and south of the Delta. Additional storage located north of the Delta is needed, but it will not address the current problems of increasing water availability south of the Delta.
2. Storing captured water in wet periods will reduce the pressure to rely on the Delta for exports in drier periods. This will reduce resistance to adoption by the SWRCB and fishery agencies of necessary increased protections for fish in drier periods in the form of increased flows, and more stringent reverse flow limits and export restrictions. Only after the flows needed to sustain fish species are established will it be possible to determine how much water is available for export by the BDCP/CWF proponents.
3. If increases in Delta exports are focused on periods of high Delta outflow, water quality will be good enough in the western Delta to meet export needs. DWR and Reclamation should analyze alternatives involving new intakes in the western Delta in the vicinity of Sherman Island. Such an alternative would maintain flows for the fish through the Delta and eliminate the problems of reverse flows caused by both the south and north Delta intakes. During high flow periods, key pelagic fish species will be located west of Sherman Island. This alternative will also eliminate the need to construct lengthy expensive tunnels all the way under the Delta.
4. Increasing flows in the Delta during drier months will also help restore and maintain good water quality in the interior Delta.
5. Exports from the south Delta could still continue but only under “safe” conditions for fish. Reverse flows in Old and Middle Rivers would need to be highly constrained, *e.g.*, Old and Middle River flows that are never less than, say, -2,000 cfs, as a monthly average, in all months.
6. Implement a portfolio of other actions to reduce demand on the Delta, strengthen Delta levees, address other fish stressors, and restore habitat in the Delta and in its upstream tributaries.

If done right, this approach will result in a win-win-win solution that achieves both coequal goals and the inherent goals of improving water quality in the Delta and protecting the Delta as an evolving place (see Wat. Code, § 85020). The current Bay Delta Conservation Plan/California WaterFix maintains the existing “lose-lose” situation that pits water users against the environment and forces the SWRCB to balance rather than enhance beneficial uses. Indeed, it is

**Proposed Changes to BDCP/Cal. WaterFix Continue to Threaten Delta, Time for Plan “B”**

October 30, 2015

Page 5

telling that despite the court decisions upholding the Fall X2 limits, the export contractors still included an analysis of the proposed project without Fall X2 in the RDEIR/SDEIS (Appendix F).

It is unfortunate not to mention tragic for Delta smelt and other declining fish populations that after the expenditure of more than \$250 million on planning studies, and after tying up the staff resources of state and federal agencies and interested stakeholders for more than nine years, the BDCP/CWF proponents have failed to produce a viable or legally-permissible solution to the water and ecosystem problems facing California, and have failed to produce a legally adequate environmental document.

Once again, Contra Costa County respectfully asks that you both take a hard look at the current flawed BDCP/CWF process (and the legally inadequate RDEIR/SDEIS).

As discussed earlier, what is needed is an inclusive process – one that involves local agencies and other Bay-Delta stakeholders –to seriously consider new project alternatives that will actually solve rather than exacerbate the problems of the Delta, and that will sustain a healthy Delta ecosystem and a reliable water supply.

If you have any questions regarding Contra Costa County’s comments, please contact me at (510) 231-8686 or Ryan Hernandez at (925) 674-7824.

Sincerely,

John Gioia, Chair  
Contra Costa County Board of Supervisors

Attachments

A – Summary of CEQA/NEPA Comments

B – Detailed Comments on BDCP/CWF RDEIR/SDEIS

C – Detailed Analysis Of WaterFix Project Impacts based on Water Fix Modeling and Sensitivity Analysis Data

D – Recent Contra Costa County correspondence regarding BDCP and WaterFix

Cc: Governor Jerry Brown  
U.S. Secretary of Commerce, Jenny Pritzker  
U.S. Secretary of Interior, Sally Jewell  
U.S. Deputy Secretary of Interior, Michael Connor  
Senator Diane Feinstein  
Senator Barbara Boxer  
Congressman Mark DeSaulnier  
Congressman Mike Thompson  
Congressman Eric Swalwell

**Proposed Changes to BDCP/Cal. WaterFix Continue to Threaten Delta, Time for Plan “B”**

October 30, 2015

Page 6

Congressman John Garamendi

Congressman Jerry McNerney

Congressman Jared Huffman

Congresswoman Nancy Pelosi

Christy Goldfuss, Managing Director, Council on Environmental Quality

Will Stelle, Regional Administrator, NOAA Fisheries, West Coast Regional Office

Ren Lohofener, Regional Director, USFWS, Pacific Southwest Region

Jared Blumenfeld, Region 9 Administrator, U.S. Environmental Protection Agency

Brigadier General Mark Toy, South Pacific Region, U.S. Army Corps of Engineers

Charlton H. Bonham, Director, California Department of Fish and Wildlife

Mark W. Cowin, Director, California Department of Water Resources

Felicia Marcus, Chair, State Water Resources Control Board

Contra Costa County Board of Supervisors

DRAFT



Contra  
Costa  
County

To: Board of Supervisors  
From: Russell Watts, Treasurer-Tax Collector  
Date: October 20, 2015

Subject: Sale of Tax-Defaulted Property by the County Tax Collector

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/392 authorizing the sale of specified tax-defaulted property at public auction, pursuant to the California Revenue and Taxation Code ("R&T") §3698, as recommended by the Treasurer-Tax Collector.

**FISCAL IMPACT:**

There is no impact to the General Fund. All costs will be recovered from the proceeds of the sale.

**BACKGROUND:**

The Tax Collector has the authority to sell tax-defaulted property that is subject to the power of sale (R&T §3691). Written approval of the Board of Supervisors (R&T § 3694 and 3698) is required to sell property at public auction (R&T §3692) to the highest bidder at the time and place fixed for sale (R&T §3706) Property that has been tax-defaulted for five or more years and is subject to the Tax Collector's power to sell may be sold. All or any portion of a property may be offered for sale, without regard to its boundaries when it became subject to sale (R&T §3691).

The purpose of the

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Brice Bins, (925)  
957-2848

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

By: , Deputy

cc:



BACKGROUND: (CONT'D)

sale is to collect unpaid taxes. Offering property for sale achieves this, either by collecting the unpaid taxes from the proceeds of the sale or through redemption by the assessee.

Any person or entity, including cities, taxing agencies, revenue districts and the State may purchase property at a public auction (R&T § 3691 and 3705). The only exception to eligible purchasers is the Tax Collector, who conducts the sale, or his/her employees (California Government Code § 1090).

If a parcel is redeemed before the close of business on the last business day prior to the date of sale, the power to sell is automatically nullified and the parcel will be withdrawn from the sale. If a parcel is redeemed within 90 days of the scheduled sale, \$150 will be collected to reimburse the County for costs incurred in preparing to conduct the sale (R&T § 4112). Properties on which no bids are received during the course of the sale may be re-offered before the close of the sale (R&T § 3698.5(c)) Any parcel remaining unsold may be reoffered within a 90-day period and any new parties of interest shall be notified in accordance with R&T §3706.

ATTACHMENTS

Resolution No. 2015/392

Exhibit A: 2016 Public Auction Property List

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

Adopted this Resolution on 10/20/2015 by the following vote:

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2015/392**

**In The Matter Of the Sale of Tax-Defaulted Property by the County Tax Collector**

Whereas, the Board, pursuant to §3698 of the Revenue and Taxation code, having been notified by the County Tax Collector of his intent to sell certain tax-defaulted property at public auction and having been provided with a description and minimum purchase price for which each will be sold, and the notice of intended sale of the aforementioned properties be posted or published in accordance with §3702 and §3703 of the California Revenue and Taxation Code.

Now, Therefore, Be It Resolved by the Contra Costa County Board of Supervisor that the County Tax Collector's proposed sale of tax-defaulted properties listed in Exhibit A attached hereto and made a part hereof, at or above the minimum price indicated is APPROVED pursuant to §3698 of the Revenue and Taxation Code, and the notice of intended sale be posted or published in accordance with §3702 and §3703 of the Revenue and Taxation Code.

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

**Contact: Brice Bins, (925) 957-2848**

**ATTESTED: October 20, 2015**

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

By: , Deputy

**cc:**



WITH APPROVAL OF THE BOARD OF SUPERVISORS, BY RESOLUTION NO. 2015-392 DATED OCTOBER 20, 2015																							
THE PROPERTY LISTED BELOW WAS OFFERED FOR SALE AT PUBLIC AUCTION ENDING ON FEBRUARY 23, 2016, AND WAS DISPOSED OF AS FOLLOWS:																							
ITEM #	Assessor's Parcel Number (APN)	Min. 200	Default #	Sale Price	Transfer Tax (City)	Transfer Tax (State)	State Sale Fee	Adm. Fee	Rec. Fee	Notes	Adv.	BIA	Title	County	Contact	Bq. Lost	TOTAL	Redemp. Amount	Current Taxes	Excess Proceeds	Purchaser Name	Deed # & Date	
																							Assessee
77	HERNESTE CASH III 2513-036-019-0	35,600	1998-0165607																				
78	OSVALDINA LIMA 1534-222-022-2	14,800	2007-08652																				
79	OSVALDINA LIMA 1534-222-022-4	20,200	2013-0201110																				
80	OSVALDINA LIMA 1513-082-023-5	51,300	2007-07374																				
81	OSVALDINA LIMA 513-082-023-5	43,400	2013-0201077																				
82	OSVALDINA LIMA 1513-082-022-7	71,800	2007-06984																				
83	OSVALDINA LIMA 1508-082-014-4	34,900	2013-0201101																				
84	ROSALINA HERNANDEZ 407-261-031-3	75,400	2007-06984																				
85	UNITED HERITAGE INDUSTRIES INC 554-171-024-5	32,500	2012-0193912																				
86	HARRY ABRAHAMS 1550-102-006-9	27,100	2006-07445																				
87	ALY LUMINORE 1540-330-018-8	63,400	2012-0193910																				
88	LANCE LO 2538-041-008-3	27,200	2001-04697																				
89	SALFREDO ROMERO 1534-181-008-8	51,300	2010-0164173																				
90	JASON ROWLAND 1534-181-004-1	48,200	2004-03894																				
91	JASON ROWLAND 1509-380-012-5	73,000	2010-0164168																				
92	HERCULES ENTERPRISES INC 1144-132-081-7	6,900	2003-03662																				
93	KATHERINE ANNE DOHERTY 1144-132-081-7	6,900	2009-0191748																				
94	KARINA PABLO SIBIKKA PABLO 1142-153-016-1	123,600	2003-03661																				
95	EDY EASLEY NELSON A CONTRERAS 1178-310-014-0	70,100	2009-0191747																				
96	1700 N MAIN ASSOCIATES LLC 1178-310-013-8	69,800	2009-0191746																				
97	1700 N MAIN ASSOCIATES LLC 1142-010-022-2	40,200	2009-0191745																				
98	DOLYONES PARK 1111-295-065-7	21,000	2008-07823																				
99	FERNANDO F PALHEIRO 1111-295-065-7	21,000	2015-0167550																				
100	MARIA D ROSARIO 1111-295-065-7	21,000	2015-0167549																				
101	MAURA ZERINA 1111-295-065-7	21,000	2009-06015																				
102	AUDORA LOAN SERVICES LLC 1111-295-065-7	18,700	2015-0167548																				
103	GEORGE M & MARY E SPEARS 1415-060-028-0	4,100	2008-09379																				
104	GEORGE RICKY DUNHAM, THE 1415-060-028-0	4,100	2015-0167554																				
105	JULIE RODRIGUEZ, THE 1411-370-006-8	43,400	2008-09219																				
106	KATEE PALMER 1411-370-006-8	43,400	2015-0167553																				
107	PEDRO & ANA ALDAY 1411-370-006-8	43,400	2008-09218																				
108	MERCADO PLAZA HOA 1411-370-006-8	43,400	2015-0167551																				
109	ADVEST ALP 1264-081-023-8	14,200	2007-11436																				
110	CAROLINA BILBAEBO 1264-081-023-8	14,200	2013-0201146																				
111	GEORGE Y BARNES 1264-081-023-8	14,200	2009-06230																				
112	SOEIA G CIRILLO 1264-081-023-8	14,200	2015-0167631																				
113	ARTHUR W DUNKLEY 1264-081-023-8	14,200	2009-07674																				
114	CAROLINA BILBAEBO 1264-081-023-8	14,200	2015-0167633																				
115	LAURETTA THERESA FORCIER 1038-121-008-9	57,400	2015-0167636																				
116	MICHAEL M & ZIBAF BASOOLY 1038-121-008-9	57,400	2009-07941																				
117	MICHAEL M & ZIBAF BASOOLY 1038-121-008-9	57,400	2015-0167635																				
118	JOSE AMORALES 1038-121-008-9	8,400	2009-07940																				
119	CAROLYN J HAYS 1038-121-008-9	8,400	2008-11441																				
120	IRVING STUART 1038-121-008-9	43,400	2015-0167555																				
121	IRVING STUART 1038-121-008-9	43,400	2007-14676																				
122	IRVING STUART 1038-121-008-9	43,400	2015-0167552																				
123	IRVING STUART 1038-121-008-9	43,400	2009-09897																				
124	IRVING STUART 1038-121-008-9	43,400	2015-0167657																				
125	IRVING STUART 1038-121-008-9	43,400	2009-09896																				
126	IRVING STUART 1038-121-008-9	43,400	2015-0167658																				
127	IRVING STUART 1038-121-008-9	43,400	2009-09752																				
128	KAREN BRANNAMAN 1038-121-008-9	43,400	2015-0167654																				
129	DIABLO VIEW INDUSTRIES 1038-121-008-9	43,400	2009-09483																				
130	DIABLO VIEW INDUSTRIES 1038-121-008-9	43,400	2015-0167649																				
131	DIABLO VIEW INDUSTRIES 1038-121-008-9	43,400	2009-09268																				
132	DIABLO VIEW INDUSTRIES 1038-121-008-9	43,400	2015-0167647																				
133	DIABLO VIEW INDUSTRIES 1038-121-008-9	43,400	2009-09266																				
134	DIABLO VIEW INDUSTRIES 1038-121-008-9	43,400	2015-0167648																				
135	DIABLO VIEW INDUSTRIES 1038-121-008-9	43,400	2009-09265																				
136	DIABLO VIEW INDUSTRIES 1038-121-008-9	43,400	2015-0167646																				
137	DIABLO VIEW INDUSTRIES 1038-121-008-9	43,400	2009-09264																				
138	DIABLO VIEW INDUSTRIES 1038-121-008-9	43,400	2015-0167645																				
139	DIABLO VIEW INDUSTRIES 1038-121-008-9	43,400	2009-09263																				
140	DIABLO VIEW INDUSTRIES 1038-121-008-9	43,400	2015-0167644																				
141	DIABLO VIEW INDUSTRIES 1038-121-008-9	43,400	2009-09262																				
142	DIABLO VIEW INDUSTRIES 1038-121-008-9	43,400	2015-0167643																				
143	DIABLO VIEW INDUSTRIES 1038-121-008-9	43,400	2009-09261																				
144	DIABLO VIEW INDUSTRIES 1038-121-008-9	43,400	2015-0167642																				
145	DIABLO VIEW INDUSTRIES 1038-																						





Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 20, 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: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 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: John Gioia, District I Supervisor  
Date: October 20, 2015

Subject: REFERRAL TO INTERNAL OPERATIONS COMMITTEE OF DEVELOPMENT OF COST-SHARING POLICY FOR ANNEXATION STUDIES

---

**RECOMMENDATION(S):**

REFER to the Internal Operations Committee the development of a policy for Board consideration to guide the sharing of costs between the County and local jurisdictions of annexation feasibility studies.

**FISCAL IMPACT:**

The fiscal impact of sharing costs for annexation studies will vary based on the unique aspects of an annexation request. Costs for past annexation studies have ranged from \$25,000 to \$150,000.

**BACKGROUND:**

Municipal government exists to provide services to urban populations and to regulate them in an orderly fashion. But an anomalous city development is that cities are ringed with urban populations that receive different or fewer services. Disparities in cost and quality of urban services between incorporated and unincorporated areas lead inexorably to incorporation or, in a few cases, to county government on a municipal scale.

It is with these urban but unincorporated communities that annexation may be a solution. Careful study is required to determine whether or not an annexation is justified and feasible. Annexation feasibility studies typically involve a determination of the study area and its characteristics, an inventory of current and needed services, the cost of furnishing needed services, and potential revenue to fund those services. Planning staffs of the involved agencies are usually called to study annexation proposals, but sometimes commercial planning contractors are hired to conduct these studies.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/20/2015**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: JOHN GIOIA (510)  
231-8686

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: County Finance Director, IOC Staff



BACKGROUND: (CONT'D)

Costs for annexation studies in Contra Costa County have traditionally been borne by the requesting agency. However, when the County finds that annexation would best serve the welfare of a population, it may be appropriate for the County to share in the costs of the feasibility study. Therefore, I am recommending that the Internal Operations Committee be directed to prepare a cost-sharing policy for Board of Supervisors consideration.



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 20, 2015

Subject: 2015 Contra Costa County Combined Charities Campaign expenditure authorization

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Auditor-Controller to pay up to \$1,000 for expenses incurred by the Clerk-Recorder, the designated Chair of the 2015 Contra Costa County Combined Charities Campaign, to promote the annual County Combined Charities Campaign.

**FISCAL IMPACT:**

Cost will be covered 100% by the General Fund.

**BACKGROUND:**

The Clerk-Recorder has been chosen to chair the 2015 Combined Charities Campaign for Contra Costa County. This is the annual drive to promote charitable giving among County employees. This year's theme is "Your Change Can Make a Change". To invigorate the annual event, the department has arranged a luncheon to be held for the 47 County coordinators and weekly raffle prizes, to incentivize the effort. I am recommending that the Clerk-Recorder be authorized to expend, and the Auditor-Controller be authorized to pay up to \$1000 for these purposes. The goal is to increase donations by 7.5% to \$160,600.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Clerk-Recorder-Elections Department will not be reimbursed for expenses related to the Annual Combined Charities Campaign.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: 10/20/2015  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

I hereby certify that this is 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 20, 2015

Contact: Julie Enea  
335-1077

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

By: , Deputy

cc: Auditor, CAO, Clerk-Recorder